

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

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 APPLICATION RECORD
INITIAL RECOGNITION ORDER (FOREIGN MAIN PROCEEDING) AND
SUPPLEMENTAL RECOGNITION ORDER (FOREIGN MAIN PROCEEDING)**

August 21, 2026

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**AFFIDAVIT OF ADAM ZALEV
(sworn August 21, 2026)**

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AFFIDAVIT OF ADAM ZALEV
(sworn August 18, 2026)

I, Adam Zalev, of the City of Nashville, in the state of Tennessee, MAKE OATH AND SAY:

1. I am the Founding Member and Managing Director of Reflect Advisors LLC ("**Reflect**") and currently serve as the Chief Restructuring Officer ("**CRO**") of the Debtors¹. I was appointed as CRO on July 22, 2026.

2. This affidavit supplements the affidavit I swore on August 19, 2026 (the "**Initial Affidavit**") and is sworn in support of an application by the Canadian Debtor, in its capacity as the Foreign Representative (as defined below), for the following orders:

(a) an order (the "**Initial Recognition Order**"), among other things:

- (i) recognizing the Canadian Debtor as the Foreign Representative in respect of the Chapter 11 Cases; and
- (ii) recognizing the Chapter 11 Case of the Canadian Debtor as a "foreign main proceeding" in respect of the Canadian Debtor; and

(b) an order (the "**Supplemental Order**"), among other things:

- (i) recognizing certain orders (the "**First Day Orders**") issued by the U.S. Bankruptcy Court in the Chapter 11 Cases;

¹ The "**Debtors**" include BFG Supply Co., LLC ("**BFG Supply**"); Bamboo Purchaser, Inc.; BFG Purchaser Parent, Inc.; BFG Supply Holdings, Inc.; BFG Holdings I, Inc.; BFG Supply Canada Holdings, Inc.; BFG Kalamazoo, LLC; BFG Logistics, LLC; L&L Nursery Supply, Inc.; Gard'N-Wise Distributors, Inc.; International Greenhouse Contractors, LLC; Greenhouse Solutions, LLC; Greenhouse Contracting Services, LLC; Green-Tek, LLC; GROSouth, Inc.; BFG VG Supply Acquisition, LLC; and De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**").

- (ii) granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers;
- (iii) appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as information officer in respect of this proceeding (in such capacity, the "**Information Officer**");
- (iv) granting a Court-ordered charge (the "**Administration Charge**") over the assets and property of the Canadian Debtor (the "**Property**") in Canada in favour of Canadian counsel to the Canadian Debtor, the Information Officer and counsel to the Information Officer;
- (v) granting a Court-ordered charge (the "**D&O Charge**") over the Property in Canada to secure the indemnity obligations of the Canadian Debtor to its directors and officers in respect of obligations and liabilities that such directors and officers (including de facto directors and officers) may incur during these proceedings in their capacity as directors and officers; and
- (vi) granting a Court-ordered charge (the "**DIP Lender's Charge**") over the Property in Canada to secure the obligations of the Canadian Debtor under the DIP Facility (as defined below).

I. OVERVIEW

3. On August 18, 2026 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief (the "**Petitions**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are

referred to herein as the “**Chapter 11 Cases**” and, together with the Canadian proceeding, are referred to as the “**Restructuring Proceedings**.” A certified copy of the Chapter 11 petition for the Canadian Debtor is attached hereto as **Exhibit “A”**.

4. Concurrently with the Petition, the Debtors filed certain motions (the “**First Day Motions**”) requesting authority from the U.S. Bankruptcy Court to continue to operate the Debtors’ businesses in compliance with the U.S. Bankruptcy Code and to begin the planned restructuring process described in my Initial Affidavit. I understand that copies of the First Day Motions relevant to this recognition Proceeding (the “**Canadian Recognition Proceeding**”) and certain supporting declarations are being provided to this Court in a separate affidavit.

5. On August 19, 2026, the Canadian Debtor, in its capacity as the proposed foreign representative of the Debtors (the “**Foreign Representative**”), brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Interim Stay Order**”) pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43 and Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C 36, as amended (the “**CCAA**”), among other things, granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers.

6. The Court granted the Interim Stay Order on August 19, 2026, giving effect in Canada to the automatic stay of proceedings arising under the U.S. Bankruptcy Code.

7. On August 20, 2026, following a hearing in respect of the First Day Motions, the U.S. Bankruptcy Court granted the First Day Orders on an interim basis, including the Foreign Representative Order (as defined below) authorizing the Canadian Debtor to act as the Foreign Representative in respect of the Chapter 11 Cases.

8. As previewed in the Application Record dated August 19, 2026, the Foreign Representative now seeks the Initial Recognition Order and the Supplemental Order.

9. Background information with respect to the Debtors, including the Canadian Debtor, their business and the reasons for the initiation of the Restructuring Proceedings, are set out in the Initial Affidavit and the declaration that I swore in support of the Chapter 11 Cases (the “**First Day Declaration**”), a copy of which (without exhibits) was attached to the Initial Affidavit as Exhibit “B”. Accordingly, such information is not repeated herein.

10. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Initial Affidavit or the First Day Declaration, as applicable. All monetary references in this affidavit are in United States dollars, unless otherwise stated.

II. RELIEF SOUGHT

A. Initial Recognition Order/ Recognition of Foreign Main Proceeding

11. The Restructuring Proceedings have been commenced to provide stability and an opportunity to the Debtors to maximize the value of their assets and business through three complementary and concurrent workstreams (collectively, the “**Sales Processes**”), consisting of: (i) a marketing and sales process to identify a going concern transaction for some or all of the Debtors’ business; (ii) an orderly monetization and liquidation of the Debtors’ personal property; and (iii) a real estate disposition program with respect to the Debtors’ owned real property and non-residential real property leases, including real property owned by the Canadian Debtor.

12. Pursuant to the proposed Initial Recognition Order, the Canadian Debtor, as the Foreign Representative, seeks recognition of the Canadian Debtor’s Chapter 11 Case as a “foreign main proceeding” under Part IV of the CCAA. The Debtors operate as a single commercial enterprise

and, other than the Canadian Debtor, are each incorporated or formed under United States law and have all, or substantially all, of their assets located in the United States.

13. Notwithstanding the fact that the Canadian Debtor's registered office is the Canadian Facility, the centre of main interests for the Canadian Debtor is in the United States. As set out more fully beginning at paragraph 65 of the Initial Affidavit, the Canadian Debtor is an integrated part of the Debtors' enterprise, including that it is centrally managed from an overall strategic and financial perspective by a management team and CRO located in the United States. The Canadian Debtor relies upon other Debtors for the provision of certain intercompany services necessary to conduct its business, including, among other things, shared financial planning, strategic decision-making and marketing for the Canadian Debtor's products and services through sales representatives of the United States Debtors. Strategic decisions concerning the Canadian Debtor's business and restructuring efforts are being directed through the Chapter 11 Cases and under the supervision of the U.S. Bankruptcy Court. Further, the Canadian Debtor is a co-borrower under, and/or guarantor of, the Debtors' outstanding secured indebtedness advanced by United States-based lenders with related loan documentation that is governed by United States law.

14. I believe that a recognition order finding that the Canadian Debtor's centre of main interests is in the United States will support the Debtors' goals in the Chapter 11 Cases. I believe that the position of the Canadian Debtor's creditors will not be materially prejudiced by the recognition of the Canadian Debtor's Chapter 11 Case, by the imposition of the stay of proceedings, or by permitting the Canadian Debtor to continue operations while the Debtors explore a potential sale of the Debtors' business, including a potential going concern sale of the Canadian Debtor's business as part of an enterprise-wide restructuring.

B. Supplemental Order

a. Stay of Proceedings in Canada

15. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtor) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions. In issuing the Interim Stay Order, this Court granted an interim stay of proceedings in favour of the Canadian Debtor in respect of its business and property in Canada, as well as a stay of proceedings in favour of the directors and officers of the Canadian Debtor in Canada.

16. Under the proposed Supplemental Order, the Foreign Representative is seeking to extend the stay of proceedings granted pursuant to the Interim Stay Order. It is critical to the preservation of the value of the Canadian Debtor's business and the Debtors' overall efforts to implement a multi-track sale process and identify a potential going-concern sale that the Canadian Debtor and its directors and officers be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order.

b. Appointment of Information Officer

17. The Foreign Representative seeks the appointment of AlixPartners as the Information Officer in this recognition proceeding pursuant to the proposed Supplemental Order. As part of the restructuring process, AlixPartners, if appointed as Information Officer, will report to the Court from time to time on the status of the Chapter 11 Cases and this proceeding and to assist in providing information to, and responding to inquiries from, interested parties in Canada.

18. I am advised by Murtaza Tallat of AlixPartners that (i) AlixPartners is a licensed insolvency trustee, well-known for its expertise in CCAA matters, including that its principals have acted as an information officer in several previous ancillary proceedings under Part IV of the CCAA), (ii)

AlixPartners has consented to act as Information Officer in this proceeding, and (iii) AlixPartners is not conflicted from acting as Information Officer.

19. The proposed Initial Recognition Order provides that, once appointed, the Information Officer will assist the Foreign Representative in publishing a notice in a national newspaper. In addition, notice of the Chapter 11 Cases will be given through notices mandated by the U.S. Bankruptcy Court. Both the claims and noticing agent in the Chapter 11 Cases and the proposed Information Officer will maintain websites providing detailed information regarding the Chapter 11 Cases and these proceedings, respectively. The appointment of an Information Officer will facilitate communication and information sharing with Canadian stakeholders throughout these Restructuring Proceedings. I understand that publication notice in insolvency proceedings is routinely addressed by the Court officer and the proposed Information Officer is well positioned to assist the Foreign Representative with this requirement.

c. Administration Charge

20. The Foreign Representative requests that the Court grant the proposed Information Officer, its legal counsel and Canadian legal counsel to the Canadian Debtor (including in its capacity as Foreign Representative) an Administration Charge to secure their fees and disbursements in the maximum amount of \$450,000 on the Property in Canada. The Debtors have paid retainers to the proposed Information Officer and its counsel in the amount of C\$100,000 and C\$150,000, respectively. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtor other than certain pre-existing registrations for a limited amount of cash collateral and leased equipment.

21. The quantum of the Administration Charge was calculated based on the substantial work required to prepare for and conduct the beginning of these Restructuring Proceedings and is

consistent with the budget provided for under the DIP Facility. I believe the amount of the Administration Charge to be reasonable in the circumstances, having regard to the size and complexity of this proceeding and the roles that will be required of Canadian legal counsel to the Canadian Debtor, the proposed Information Officer, and its legal counsel.

22. Approval of the Administration Charge by this Court is appropriate because the professionals will be providing services in respect of these proceedings before the Canadian Court.

d. D&O Charge

23. The Foreign Representative also requests that the Court grant the Directors and Officers a D&O Charge on the Property in Canada in the maximum amount of C\$210,000. The D&O Charge would secure the indemnity provided to the Directors and Officers in the proposed Supplemental Order in respect of liabilities they may incur during this Canadian Recognition Proceeding in their capacities as such, which includes any obligations and liabilities for wages or vacation pay due to the Canadian Employees and certain taxes that may give rise to director liability, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer's gross negligence or wilful misconduct.

24. While I understand that the Directors and Officers are potential beneficiaries of director and officer liability insurance maintained by BFG Supply Investment Holdings, LP for itself and its subsidiaries (the "**D&O Insurance**") with an aggregate coverage limit of up to \$10 million, it is subject to several exclusions and limitations which may result in there being no coverage or insufficient coverage for potential liabilities. The proposed D&O Charge would only be relied upon to the extent of any deficiencies of the D&O Insurance in covering any exposure or liabilities of

the directors and officers of the Canadian Debtor that are incurred in the Restructuring Proceedings.

25. The D&O Charge would be subordinate to only the proposed Administration Charge and the limited cash collateral and leased equipment prior registrations described above.

26. The amount of the proposed D&O Charge has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtor's payroll, vacation pay, and federal and provincial tax liability exposure. The sole director of the Canadian Debtor is Patrick Bartels, who is also the sole director or member at each of the Debtors. The Canadian Debtor does not have any officers, but the proposed order provides that any party who may be deemed to be a director or officer will also have the benefit of the charge. Mr. Bartels has advised that he is unwilling to continue to serve in his director capacities if he is not granted the benefit of the D&O Charge.

27. In light of the potential liabilities that may arise during these Restructuring Proceedings, the potential insufficiency of the D&O Insurance, and the need for the continued service of the Canadian Debtor's director, I have been advised and believe the amount of the D&O Charge to be reasonable and the D&O Charge to be necessary in the circumstances.

e. DIP Lender's Charge

28. The Foreign Representative also requests the DIP Lender's Charge in favour of the DIP Lenders (as defined in the Interim DIP Order, defined below). The DIP Lender's Charge, if granted, will provide security over the Canadian Debtor's assets in respect of the obligations under the DIP Facility up to the maximum principal amount of \$22 million plus other amounts provided for in the DIP Credit Agreement (as defined in the Interim DIP Order)) on an interim basis, and up to \$55 million upon entry of the Final DIP Order. It is a requirement under the DIP

Credit Agreement that the Debtors obtain an order granting the DIP Lender's Charge within 10 business days of the Petition Date. Given the timeline of these Restructuring Proceedings and the Debtors' urgent need to access cash, the DIP Lenders did not require the DIP Lender's Charge as a condition to the first advance under the DIP Facility. However, a breach of the obligation to obtain the DIP Lender's Charge within 10 business days of the Petition Date will severely impair the Debtors' ability to operate going forward.

29. The DIP Lender's Charge would be subordinate to the Administration Charge, the D&O Charge, the limited cash collateral and leased equipment prior registrations described above and the liens of the Prepetition Term Loan Agent solely with respect to the Prepetition Term Loan Priority Collateral (each as defined in the Interim DIP Order). The DIP Lenders' Charge will otherwise follow the priorities set out in the Interim DIP Order. For clarity, the Supplemental Order does not propose to alter or impair the agreements between the DIP Secured Parties, Prepetition ABL Secured Parties, and the Prepetition Term Loan Secured Parties (each as defined in the Interim DIP Order) in respect of allocation or priority. Instead, as described below, the Prepetition Secured Parties' agreements are preserved and any disputes regarding allocation can be brought before the U.S. Bankruptcy Court at the appropriate time.

30. Details of the DIP Facility are provided in paragraphs 35-41 below.

f. Recognition of Certain First Day Orders

31. Pursuant to the proposed Supplemental Order, the Foreign Representative seeks recognition in Canada of certain of the First Day Orders, each of which are discussed below. I understand that the motion material filed in support of the First Day Orders will be provided to the Court in a separate affidavit, but the following provides a summary of the impact of each order on the Canadian Debtor.

i. Foreign Representative Order

32. A certified copy of the *Order (I) Authorizing De Cloet Greenhouse Mfg. Ltd. to Act as Foreign Representative in Canadian Proceeding and (II) Granting Related Relief* (the “**Foreign Representative Order**”) is attached hereto as **Exhibit “B”**. A certified copy of the order has been ordered and will be provided to the Court upon receipt.

33. The Foreign Representative Order authorizes the Canadian Debtor to act as the Foreign Representative on behalf of the Debtors’ estates pursuant to the U.S. Bankruptcy Code in connection with this Canadian Recognition Proceeding. It also requests the aid and assistance of this Court to recognize the Chapter 11 Cases as a “foreign main proceeding” and the Canadian Debtor as a “foreign representative” pursuant to the CCAA and to recognize and give full force and effect in all provinces and territories in Canada to the Foreign Representative Order and to other orders issued by the U.S. Bankruptcy Court in the Chapter 11 Cases.

ii. Interim DIP Order²

34. A copy of the *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* (the “**Interim DIP Order**”) is attached hereto as **Exhibit “C”**.

35. The Interim DIP Order, among other things, authorizes the Debtors to: (i) obtain postpetition financing pursuant to a superpriority senior secured, asset-based debtor-in-possession revolving credit facility (the “**DIP Facility**”) in accordance with the DIP Credit

² Capitalized terms used but not defined in this section have the meaning given to them in the Interim DIP Order.

Agreement; and (ii) access cash collateral of the Prepetition ABL Secured Parties (the “**Cash Collateral**”).

36. In the United States, the DIP Facility is secured by the DIP Liens, which are: (i) senior to the Prepetition Liens with respect to the Prepetition ABL Priority Collateral; and (ii) junior to the liens of the Prepetition Term Loan Agent with respect to the Prepetition Term Loan Priority Collateral.

37. The Interim DIP Order requires the Debtors to use any cash, collections and proceeds of DIP Collateral (other than Prepetition Term Loan Priority Collateral), on a dollar-for-dollar basis, to reduce the amounts outstanding under the Prepetition Revolving Loans (referred to in the Initial Affidavit as the “**Revolving Credit Facility**”), which will result in a corresponding increase to availability under the DIP Facility. If the Interim DIP Order is recognized in Canada, any cash, collections and proceeds of DIP Collateral of the Canadian Debtor (other than Prepetition Term Loan Priority Collateral) will also be used on a dollar-for-dollar basis to reduce the amounts outstanding under the Prepetition Revolving Loans. As described above, the DIP Facility provides a total interim availability of \$22 million, approximately \$8 million of which will be new money financing. Upon entry of the Final DIP Order, the size of the DIP Facility will be increased to \$55 million.

38. Consistent with the Interim DIP Order, funds in the Canadian accounts will be applied to the Revolving Credit Facility. However, based on discussions with the DIP Lender, I understand that a minimum of approximately C\$500,000 is expected to remain in the Canadian accounts throughout these Restructuring Proceedings to address the Canadian Debtor’s operational needs. From time to time, I expect the Canadian Debtor will draw on the DIP Facility as it requires access to capital for ongoing projects.

39. The Canadian Debtor's obligations under the Prepetition Revolving Loans, under which it is both a borrower and a guarantor, are secured against substantially all of the Canadian Debtor's property and assets, excluding the lands on which the Canadian Facility is located and the buildings on such lands, by a first-ranking security interest.

40. As described in the First Day Declaration, the Debtors require access to liquidity to fund operations during the Restructuring Proceedings, including implementing the Sales Processes. Absent access to the DIP Facility and the Cash Collateral, the Debtors would not have sufficient liquidity to satisfy, among other things: (i) their working capital and business operating needs; (ii) the administrative costs of the Restructuring Proceedings; and (iii) the funding requirements necessary to pursue the Sales Processes and preserve value for the benefit of all stakeholders.

41. The Canadian Debtor is a borrower under the DIP Facility and may draw upon the DIP Facility to fund its operations if necessary. Further, the Canadian Debtor participates in the Debtors' integrated business and requires continued access to certain shared services, which will be funded through the liquidity provided under the DIP Facility. Recognition of the Interim DIP Order in Canada will support the ongoing operations of the Canadian Debtor and assist in preserving value while the Debtors pursue their restructuring and sale process.

iii. Interim Liquidation Procedures Order

42. A copy of the *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* (the "**Interim Liquidation Procedures Order**") is attached hereto as **Exhibit "D"**.

43. The Interim Liquidation Procedures Order, among other things: (i) authorizes the Debtors to assume the Consulting Agreement dated as of July 28, 2026 between SB360 Capital Partners, LLC and Tiger Capital Group (together, the “**Consultant**”) and BFG Supply, on behalf of the Debtors (the “**Consulting Agreement**”); and (ii) authorizes the Sales, with such Sales to be free and clear of all Encumbrances (each as defined below).

44. In accordance with the Consulting Agreement, the Debtors, with the assistance of the Consultants, are authorized to conduct: (i) the sale of on-hand and in transit inventory at the Facilities (as defined in the Consulting Agreement); (ii) the sale of machinery, equipment and fixtures at the Facilities; and (iii) the collection or sale of accounts receivable (the “**Receivables**” and items (i) through (iii), collectively, the “**Assets**”). Sales conducted pursuant to the Interim Liquidation Procedures Order (the “**Sales**”) will be free and clear of all liens, claims, encumbrances and interests, including the DIP Lender’s Charge and the Prepetition Liens (collectively, the “**Encumbrances**”), with such Encumbrances attaching to the net proceeds according to the priorities set forth in the Interim DIP Order. Each of the Sales will be on an “as is, where is” basis.

45. The services to be provided under the Consulting Agreement (the “**Asset Sale Services**”) commenced on August 3, 2026, prior to the Petition Date.

46. The Asset Sale Services include, among other things: (i) providing a team to assist with the advertising and marketing of the Assets; (ii) overseeing the liquidation of the Assets; (iii) assisting with the logistical planning for the transportation of Assets that are subject to a Sale; (iv) collecting proceeds from the Sales; and (v) assisting with the resolution and collection of Receivables. The Debtors are responsible for the reasonable and documented expenses incurred in connection with the implementation of the Consulting Agreement.

47. The Consulting Agreement is expected to result in the sale of some of the Assets at competitive prices through the channels used in the ordinary course of the Debtors' business. Given the need for liquidity, certain of the Assets are expected to be marketed at a discount to other wholesale customers. The Debtors are permitted to abandon any unsold Assets which they determine are not worth the costs of storage.

48. The conduct of the Sales is a condition to the DIP Credit Agreement and has been consented to by the lenders under the Prepetition Credit Facilities.

49. In addition to the sale of the Assets in accordance with the Consulting Agreement, the Debtors intend to continue marketing the Debtors' business, with the assistance of their investment banker, SSG Capital Advisors, LLC, in furtherance of identifying a going concern transaction for all or a part of the Debtors' business to maximize value for the Debtors' stakeholders. In the event that a going concern transaction is identified, the Debtors are permitted to cease the Sales in order to facilitate such transaction.

50. Given the nature of the Canadian Debtor's business, the ongoing efforts to identify a going concern transaction, and the Interim Stay Order, the Sales have not yet begun in Canada and are not anticipated to commence until after a determination has been made in connection with a going concern transaction. However, the Foreign Representative is seeking recognition of the Interim Liquidation Procedures Order in the event that the Debtors determine that certain assets of the Canadian Debtor should be sold outside the ordinary course of business.

iv. Joint Administration Order

51. A copy of the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* (the "**Joint Administration Order**") is attached hereto as **Exhibit "E"**.

52. The Joint Administration Order directs the joint administration of all of the Chapter 11 Cases for procedural purposes only and authorizes the use of a consolidated docket and simplified case caption in connection with the administration of the Chapter 11 Cases. Given the integrated nature of the operations of the Debtors, including the Canadian Debtor, joint administration of the Chapter 11 Cases provides significant administrative convenience without affecting the substantive rights of any party in interest, and reduces fees and costs by avoiding duplicative filings, notices and objections.

v. Interim Critical Vendors Order

53. A copy of the *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* (the “**Interim Critical Vendors Order**”) is attached hereto as **Exhibit “F”**.

54. The Interim Critical Vendors Order, among other things, (i) authorizes, but does not direct, the Debtors to pay prepetition amounts owing to vendors of goods and/or services that are critical to the Debtors’ business (the “**Critical Vendors**”) for prepetition goods or services (the “**Critical Vendor Claims**”) in an aggregate amount not to exceed \$2 million; and (ii) in exchange for the payment, in full or in part, of the Critical Vendor Claims, requires the Critical Vendors to provide customary trade terms for the postpetition procurement of goods ordered by, or services provided to, the Debtors.

55. The Debtors, including the Canadian Debtor, rely on certain suppliers, vendors, service providers, and similar entities to provide goods and services critical to their business, including machinery and equipment, information technology, billing and invoicing, customs and shipping and transportation services. The Canadian Debtor, as a member of the Debtors’ integrated enterprise, is dependent on the Debtors’ ability to continue receiving certain of these critical goods

and services from third-party suppliers, vendors and service providers. Any disruption to the provision of the critical goods or services that the Critical Vendors provide would have a detrimental effect on the Debtors' ability to conduct the Sales Processes with a view to maximizing value for the benefit of stakeholders.

56. The Canadian Debtor is working with its vendors and has not yet determined whether any creditor will be a Critical Vendor. The Canadian Debtor anticipates working closely with the Information Officer and CRO to review any Critical Vendor designations.

vi. Interim Utilities Order

57. A copy of the *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* (the "**Interim Utilities Order**") is attached hereto as **Exhibit "G"**.

58. Under the U.S. Bankruptcy Code, utility providers are entitled to request adequate assurance of future payment for services. The Interim Utilities Order, among other things, (i) approves the Debtors' proposed form of adequate assurance of postpetition payment to their utility providers (the "**Utility Companies**"), (ii) approves the Debtors' proposed procedures for resolving additional adequate assurance requests; and (iii) prohibits the Utility Companies from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or any perceived inadequacy of the Debtors' proposed adequate assurance.

59. The Debtors receive electric, gas, telecommunications, internet, garbage, and other similar utility services from the Utility Companies (the "**Utility Services**"), which services the Debtors will continue to require while conducting an orderly liquidation of the Debtors' assets and

concurrently pursuing a multi-phase marketing process for a going concern sale. To provide adequate assurance of payment for postpetition Utility Services, the Debtors have established a segregated account and propose to deposit \$53,104.00, which equals the costs of approximately two weeks of Utility Services, while also implementing procedures to address any requests for additional adequate assurance from Utility Companies.

60. Because the Canadian Debtor is a debtor in the Chapter 11 Cases, its Utility Companies are entitled to the benefit of adequate assurance. The Canadian Debtor's Utility Companies include phone, trash and hydro providers, as identified on the schedule to the Interim Utilities Order.

vii. Interim Taxes Order

61. A copy of the *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "**Interim Taxes Order**") is attached hereto as **Exhibit "H"**.

62. The Interim Taxes Order, among other things, authorizes, but does not direct, the Debtors, including the Canadian Debtor, to pay and remit all prepetition and postpetition obligations on account of Taxes and Fees and Assessments (each as defined below), including where: (a) Taxes and Fees accrue or are incurred postpetition; (b) Taxes and Fees have accrued or were incurred prepetition but were not paid prepetition, or were paid in an amount less than actually owed; (c) payments were made prepetition by the Debtors but were lost or otherwise not received in full by any of the Authorities (as defined in the Interim Taxes Order); and (d) Taxes and Fees were incurred for prepetition periods and became due and payable after the commencement of the Chapter 11 Cases, including as a result of Audits (as defined in the Interim Taxes Order), provided that payments on account of prepetition obligations shall not exceed \$500,000 during the interim period.

63. In the ordinary course of business, the Debtors collect and pay income tax, franchise taxes, real estate and personal property tax, sales and use taxes, value added tax, and certain other business license fees and other similar assessments, including but not limited to hazmat taxes and commercial activity taxes (collectively, the “**Taxes and Fees**”). Additionally, the Debtors may become subject to routine audit investigations in respect of prior years, which may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, the “**Assessments**”).

64. The Taxes and Fees payable by the Canadian Debtor generally consist of: (i) GST/HST, which the Canadian Debtor has historically paid through monthly remittances in arrears; (ii) property taxes, relating to the real property owned by the Canadian Debtor in Ontario; and (iii) certain business licensing, registration and similar governmental fees incurred in the ordinary course of business. The Canadian Debtor is current on its GST/HST remittances through July, 2026 and anticipates making a payment of approximately C\$85,000 in monthly installments on account of GST/HST remittances owing to CRA for monthly installments which will come due during the interim period.

viii. Interim Insurance Order

65. A copy of the *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* (the “**Interim Insurance Order**”) is attached hereto as **Exhibit “I”**.

66. The Interim Insurance Order, among other things, authorizes, but does not direct, the Debtors to (i) maintain coverage under the insurance policies, the surety bonds, and the letters of

credit entered into prepetition and pay related prepetition obligations in the ordinary course of business, (ii) 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 (iii) continue to pay certain broker fees.

67. In the ordinary course of business, the Debtors maintain approximately seventeen (17) insurance policies (collectively, the “**Insurance Policies**”), administered by various third-party insurance carriers. The Canadian Debtor is a beneficiary of certain of the Insurance Policies, including certain policies maintained through Canadian insurance carriers. As of the Petition Date, the Debtors are not aware of any premiums owing under the Insurance Policies. The Debtors’ ability to maintain the Insurance Policies, to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary course of business, is essential to preserving the value of the Debtors’ estates and to comply with statutory obligations in certain of the jurisdictions in which the Debtors operate.

68. The Debtors obtain their Insurance Policies through Lockton (the “**Broker**”). As of the Petition Date, the Debtors do not believe that they owe any amounts to the Broker on account of brokerage fees. The continuation of the Broker’s services is necessary to assure the Debtors’ ability to secure Insurance Policies on advantageous terms at competitive rates, facilitate the proper maintenance of the Insurance Policies postpetition, administer insurance-related claims on a postpetition basis, and ensure adequate protection of the Debtors’ property postpetition.

69. In the ordinary course of business, the Debtors are also required to maintain one surety bond to conduct the Debtors’ business in Pickaway County, Ohio, and one letter of credit, in connection with customs obligations which directly relate to the Canadian Debtor’s operations. The Debtors must be able to maintain the surety bond and letter of credit to continue their

business operations during these Restructuring Proceedings, including the Canadian Debtor's business operations. Failure to maintain the surety bond or letter of credit could impair the Debtors' ability to continue those operations in the ordinary course.

70. The Interim Insurance Order therefore permits the Debtors, including the Canadian Debtor, to maintain these arrangements, pay prepetition amounts related thereto up to \$200,000 and renew, amend, supplement, extend, or purchase insurance policies as needed.

ix. Interim Wages Order

71. A copy of the *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* (the "**Interim Wages Order**") is attached hereto as **Exhibit "J"**.

72. The Interim Wages Order authorizes the Debtors to, among other things, (a) pay prepetition wages, compensation, employee benefits and other employee and independent contractor obligations up to the amount of \$1,064,951.62, (b) continue certain employee benefit programs in the ordinary course.

73. As set out in my Initial Affidavit, the Canadian Debtor employs approximately 30 employees in Canada (the "**Canadian Employees**"), each of whom are employed on a full-time basis. The Canadian Employees are paid weekly, one week in arrears. In Canada, each payroll is approximately C\$42,000, including employer tax contributions. Certain of the Canadian Employees are eligible to receive commissions and, when payable, the weekly payroll obligations are approximately C\$62,000, including employer tax contributions. The Canadian Debtor also

engages independent contractors on an as needed, project-specific basis, to assist with the installation of greenhouse and related systems.

74. In respect of the Canadian Employees, the Interim Wages Order provides for payment of, among other amounts, wages, commissions, withholdings, health insurance benefits and RRSP contributions.

x. Interim Cash Management Order

75. A copy of the *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 Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* (the “**Interim Cash Management Order**”) is attached hereto as **Exhibit “K”**.

76. The Interim Cash Management Order authorizes the Debtors to, among other things, (i) continue using their existing cash management system, bank accounts, and business forms, (ii) pay certain prepetition obligations related thereto, (iii) continue to perform intercompany transactions in the ordinary course of business, and (iv) obtain a limited waiver of the deposit and investment requirements set out in section 345(b) of the U.S. Bankruptcy Code.

77. As described in the Initial Affidavit and the First Day Declaration, the Debtors operate a cash management system to collect, transfer and disburse funds generated by their operations (the “**Cash Management System**”). The Canadian Debtor maintains two bank accounts with Royal Bank of Canada as part of the Cash Management System. The Canadian Debtor is dependent on the continued operation of the Cash Management System. Continued access to the Cash Management System is imperative to meet immediate obligations and preserve the

value of the Canadian business. Any disruption to the Cash Management System could have an immediate and significant value-destructive effect on the Canadian Debtor to the detriment of all stakeholders.

xi. Interim Customer Programs Order

78. A copy of the *Interim Order (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief* (the “**Interim Customer Programs Order**”) is attached hereto as **Exhibit “L”**.

79. The Interim Customer Programs Order authorizes the Debtors to, among other things, (i) honour and fulfil customer obligations arising under their customer programs and related business practices, (ii) continue to maintain and administer their customer programs (the “**Customer Programs**”), and (iii) continue, renew, replace, modify, or terminate such Customer Programs in the ordinary course of business.

80. In the ordinary course of business, the Debtors provide certain pricing, incentives, discounts and other accommodations to their customers through various Customer Programs, including a rebate program, return and shortage policy, defective allowance policy, customer deposit program and co-op advertising program. The Debtors rely on the Customer Programs to maintain customer relationships, preserve goodwill and support the ongoing marketing and sale process.

81. In the ordinary course, the Canadian Debtor accepts deposits from customers in connection with orders relating to the design and manufacture of high-quality greenhouses (the “**Customer Deposits**”), with such deposits applied to the purchase price of such ordered products. Recognition of the Interim Customer Programs Order will authorize the Canadian Debtor to continue honouring the prepetition Customer Deposits in its discretion and continue to

collect Customer Deposits postpetition. The Customer Programs Order also allows the Debtors to cease to accept or honour Customer Deposits in the Debtors' business judgement.

82. While recognition of the Interim Customer Programs Order will permit the Canadian Debtor to continue receiving Customer Deposits, given the bespoke nature of the Canadian Debtor's products and services, every contract differs. The Canadian Debtor will confer with the Information Officer and the CRO before entering into contracts to determine (i) whether a Customer Deposit is required and (ii) the appropriate treatment of the Customer Deposit (including depositing amounts with the Information Officer or accepting deposits by credit card to allow the customer chargeback protections). The Canadian Debtor will advise all new customers of the Restructuring Proceedings and that Customer Deposits will not be held in trust unless specific arrangements are made.

III. NEXT STEPS IN CHAPTER 11 CASES

83. I understand that the Debtors are scheduled to appear before the U.S. Bankruptcy Court on September 16, 2026, at which appearance the Debtors intend to, among other things: (i) seek entry of the interim First Day Orders on a final basis; and (ii) seek additional relief, including relief authorizing the Debtors and their advisors to commence a sale and marketing process to identify a going concern transaction for all or part of the Debtors' business.

IV. CONCLUSION

84. I believe the relief set out herein and in the proposed Initial Recognition Order and Supplemental Order is necessary for the protection of the Canadian Debtor and to preserve the value of the Canadian business for the benefit of a broad range of stakeholders. The requested

relief will provide the Debtors with the opportunity to pursue the Sales Processes with a view to maximizing value for the benefit of the Debtors' stakeholders.

SWORN BEFORE ME by videoconference on this 21st day of August 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Nashville, in the State of Tennessee, and I was located in the City of Toronto in the Province of Ontario.



Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K



ADAM ZALEV

This is Exhibit "A" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

CERTIFIED:

AS A TRUE COPY:

ATTEST:

STEPHEN L. GRANT
U.S. BANKRUPTCY COURT

By

Deputy Clerk

☐ Check if this is an amended filing**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

District of Delaware
(State)Case number (if known): Chapter 11

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name De Cloet Greenhouse Mfg. Ltd.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address

Principal place of business

1805 Charlotteville W Quarterline

Number Street

Simcoe ON N3Y 4J9

City State ZIP Code

Canada

Country

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL) <https://www.bfgsupply.com/>

Debtor De Cloet Greenhouse Mfg. Ltd.
NameCase number (*if known*) _____**6. Type of debtor**

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business**A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

3 3 2 3**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. **Check all that apply:**
- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD / YYYY

Debtor De Cloet Greenhouse Mfg. Ltd.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.Debtor See Schedule A

Relationship _____

District _____

When

MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention?** (Check all that apply.)☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other _____**Where is the property?**

Number Street

City

State ZIP Code

Is the property insured?☐ No☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information**13. Debtor's estimation of available funds**

Check one:

☐ Funds will be available for distribution to unsecured creditors.☒ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors**☐ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☐ 5,001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☒ More than 100,000

Debtor De Cloet Greenhouse Mfg. Ltd.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☒ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☒ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/18/2026
MM / DD / YYYY

☒ Adam Zalev

Signature of authorized representative of debtor

Adam Zalev

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

☒ Justin R. Alberto

Signature of attorney for debtor

Date 08/18/2026

MM / DD / YYYY

Justin R. Alberto

Printed name

Cole Schotz P.C.

Firm name

500 Delaware Avenue, Suite 600

Number Street

Wilmington

City

Delaware 19801

State ZIP Code

(302) 652-3131

Contact phone

jalberto@coleschotz.com

Email address

5126

Bar number

Delaware

State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below (collectively, the “Debtors”), filed a voluntary petition for relief under title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware.

1. Bamboo Purchaser, Inc.
2. BFG Purchaser Parent, Inc.
3. BFG Supply Holdings, Inc.
4. BFG Holdings I, Inc.
5. BFG Supply Co., LLC
6. BFG Supply Canada Holdings, Inc.
7. De Cloet Greenhouse Mfg. Ltd.
8. BFG Kalamazoo, LLC
9. BFG Logistics, LLC
10. L&L Nursery Supply, Inc.
11. Gard’N-Wise Distributors, Inc.
12. International Greenhouse Contractors LLC
13. Greenhouse Solutions, LLC
14. Greenhouse Contracting Services, LLC
15. Green-Tek, LLC
16. GROSouth, Inc.
17. BFG VG Supply Acquisition, LLC

**OMNIBUS UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING
OF THE GOVERNING BODIES**

August 18, 2026

The undersigned, being the sole member, sole director, the director representing a majority of the board of directors, or the manager representing a majority of the board of managers, as applicable (each a “**Governing Body**” and collectively, the “**Governing Bodies**”) of BFG Supply Investment Holdings, L.P., a Delaware limited partnership and/or each of the subsidiaries listed on **Schedule 1** attached hereto, hereby consent in writing to the following actions and adopt the following resolutions by unanimous written consent, in lieu of a special meeting of each Governing Body, as applicable, and in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “**Governing Documents**”):

WHEREAS, each Governing Body has considered (a) presentations by such Company’s management team (the “**Management**”) and financial and legal advisors (collectively, the “**Advisors**”) regarding the liabilities and liquidity of each Company, the strategic alternatives available to each Company, and the effect of the foregoing on each Company’s business, (b) the information and advice previously provided to and reviewed by each Governing Body, and (c) the related matters on and prior to the date hereof;

WHEREAS, each Governing Body has had the opportunity to consult with Management and Advisors regarding the materials and documents presented, to obtain additional information, and to consider fully each of the strategic transactions available to the Companies;

WHEREAS, each Governing Body has reviewed and considered: (a) the filing of voluntary petitions for relief (collectively, the “**Bankruptcy Petitions**”) for each Company under the provisions of chapter 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) pursuant to the Governing Documents, as applicable, and the applicable laws of the jurisdiction in which each Company is organized; (b) seeking recognition in Canada of the applicable chapter 11 cases and relief obtained therein by commencing a proceeding under Part IV of the CCAA (“**Recognition Proceedings**”) in the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”); (c) entry into and performance under the DIP Facility Documents (as defined herein); and (d) the retention of professionals by each Company;

WHEREAS, the Companies propose to enter into that certain Superpriority Secured Debtor-in-Possession Credit Agreement by and among Bamboo Purchaser, Inc., as the Company, the other borrowers party thereto, BFG Purchaser Parent, Inc., as Holdings, the subsidiaries of the Company from time to time party thereto, as Guarantors, and ACF Finco I LP, as administrative agent and collateral agent and each Lender from time to time party thereto (the “**DIP Credit Agreement**”);

WHEREAS, each Governing Body has determined that the following resolutions and the actions, transactions and documentation contemplated thereby are advisable and in the best interest

of the Companies, their interest holders, their subsidiaries, their creditors, and other parties in interest; and

WHEREAS, after due deliberation, each Governing Body recommends the following resolutions and the actions, transactions and documentation contemplated thereby are advisable and in the best interest of the Companies, their interest holders, their subsidiaries, their creditors, and other parties in interest.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that pursuant to the articles of incorporation and the applicable Governing Documents of the Companies, each Governing Body hereby adopts the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company (including consideration of its creditors and other parties in interest), that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and

RESOLVED, that any director of each Company (collectively, the “*Authorized Signatory*”) be, and he hereby is, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that he deems necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of such Company’s business.

RECOGNITION PROCEEDING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company (including consideration of its creditors and other parties in interest), that De Cloet Greenhouse Mfg. Ltd. (the “*Canadian Debtor*”) shall be authorized to serve as the proposed foreign representative of itself (and such other Company as may be necessary) (the “*Foreign Representative*”) and shall be, and hereby is, authorized to file or cause to be filed an application for recognition in Canada under the CCAA of the Chapter 11 Cases of the Canadian Debtor (and the cases of such other Companies as may be necessary) and to seek such other insolvency or bankruptcy relief in Canada as may be necessary; and

RESOLVED, that any director of each Company (collectively, the “*Authorized Signatory*”) be, and he hereby is, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that he deems necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of such Company’s business.

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, creditors, and other parties in interest to obtain the benefits of: (a) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the “**Cash Collateral**”), which is security for certain of the Companies’ prepetition secured lenders under certain credit facilities by and among certain of the Companies, the guarantors party thereto, and the lenders party thereto and (b) the incurrence of debtor in possession financing obligations pursuant to the DIP Credit Agreement (the “**DIP Financing**”) by entering into a superpriority secured term loan credit facility (the “**DIP Facility**”), subject to the terms of the DIP Credit Agreement;

RESOLVED, that the Authorized Signatory is hereby authorized, empowered and directed to execute and file on behalf of each Company all petitions, schedules, lists and other motions, papers, or documents, and to take any and all action that he deems necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each Company’s business;

RESOLVED, that in order to use and obtain the benefits of the DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain liens, claims, and adequate protection to the DIP Agent and the DIP Lenders (as those terms are defined in the DIP Credit Agreement) (collectively, the “**DIP Obligations**”) as documented in a proposed order in interim and final form (together, the “**DIP Orders**”) to be submitted for approval to the Bankruptcy Court and, in the case of the Recognition Proceedings, the Canadian Debtor will seek one or more orders of the Canadian Court (individually and collectively called the “**Canadian DIP Recognition Order**”) recognizing the DIP Orders and granting charges and liens against the Canadian Collateral (as defined in the DIP Credit Agreement);

RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of the each of the instruments and documents governing the DIP Facility to which each Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are, authorized, approved, confirmed and ratified, and the Authorized Signatory be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of the DIP Orders and the Canadian DIP Recognition Order and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each Company is or will be a party, including, but not limited to, any security and pledge agreement or guaranty agreement in connection with the DIP Facility (collectively with the DIP Orders and the Canadian DIP Recognition Order, the “**DIP Facility Documents**”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Companies, with such changes, additions, and modifications thereto as the officers or directors of each Governing Body executing the same shall approve, such approval to be conclusively evidenced by such officer or director’s execution and delivery thereof;

RESOLVED, that to the extent applicable, each Company, as debtor and debtor in possession under the Bankruptcy Code shall be, and hereby is, authorized to incur the DIP Obligations and certain obligations related to the DIP Financing and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Facility Documents (collectively, the “*DIP Transactions*”), including guaranteeing such obligations and granting liens on its assets to secure such obligations;

RESOLVED, that the Authorized Signatory be, and he hereby is, authorized and directed, in the name of, and on behalf of each Company, as debtors and debtors in possession, to take such actions as in his discretion are determined to be necessary, desirable, or appropriate and execute the DIP Transactions, including delivery of: (a) the DIP Facility Documents; (b) such other instruments, certificates, notices, assignments, agent fee letters, and documents as may be reasonably requested by the applicable agents; and (c) such forms of deposit, account control agreements, officer's certificates, and compliance certificates as may be required by the DIP Facility Documents;

RESOLVED, that the Authorized Signatory is hereby authorized, directed and empowered in the name of, and on behalf of, each Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Transactions and all fees and expenses incurred by or on behalf of each Company in connection with the foregoing resolutions, in accordance with the terms of the DIP Facility Documents, which shall in his sole judgment be necessary, desirable, proper, or advisable to perform any of each Company's obligations under or in connection with the DIP Orders or any of the other DIP Facility Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions;

RESOLVED, that the Authorized Signatory is authorized, empowered, and directed in the name of, and on behalf of, each Company to seek authorization for approval to use Cash Collateral pursuant to the DIP Orders, and the Authorized Signatory hereby is authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including providing adequate assurance to the Prepetition Secured Lenders (as defined in the DIP Credit Agreement) in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Facility Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition Secured Lenders (as defined in the DIP Credit Agreement) and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Signatory approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED, that the Authorized Signatory is hereby authorized, empowered, and directed in the name of, and on behalf of, each Company to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Facility Documents or to do such other things which

shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his execution thereof;

RETENTION OF PROFESSIONALS

RESOLVED, that the Authorized Signatory is authorized and directed to employ (a) the law firm of Cole Schotz P.C., as restructuring counsel ("**Restructuring Counsel**"), (b) Reflect Advisors to provide a Chief Restructuring Officer and such additional staff as may be necessary, and to designate Adam Zalev as Chief Restructuring Officer ("**CRO**"), (c) A&G Realty Partners, LLC, as real estate consultant ("**Real Estate Consultant**"), (d) SSG Advisors, LLC, as investment banker ("**Investment Banker**"), (e) Epiq Corporate Restructuring, LLC, as notice and claims agent and administrative advisor ("**Claims Agent**"), (f) SB360 Capital Partners, LLC and Tiger Capital Group, LLC, as liquidation consultant ("**Liquidation Consultant**"), and (g) any other legal counsel, accountant, financial advisor, restructuring advisor, or other professional the Authorized Signatory deems necessary, appropriate, or advisable to retain (together with Restructuring Counsel, CRO, Real Estate Consultant, Investment Banker, Claims Agent, and Liquidation Consultant, collectively, the "**Retained Professionals**") in each case, to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, the Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of each of the Retained Professionals;

RESOLVED, that the Authorized Signatory is authorized and directed to employ Cassels Brock & Blackwell LLP as Canadian bankruptcy counsel, to represent and assist each Company in carrying out its duties under the CCAA and the Recognition Proceedings, and to take any and all actions to advance the Foreign Representative's and the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings, and also to pay the fees and expenses of Cassels Brock & Blackwell LLP; and in connection therewith, the Authorized Signatory, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of each of the Retained Professionals;

RESOLVED, that each of the Authorized Signatory be, and hereby is, authorized and directed to pay the fees and expenses of Alix Partners Restructuring, Inc. as the proposed Canadian Court appointed Information Officer in the Recognition Proceedings, and its counsel, Osler Hoskin & Harcourt LLP, in connection with the Recognition Proceedings, and, as applicable, on such terms and conditions as the Canadian Court shall subsequently approve;

RESOLVED, that the Authorized Signatory is, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that the Authorized Signatory deems necessary, proper, or desirable

in connection with each Company's Chapter 11 Case, with a view to the successful prosecution of such case.

GENERAL

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatory, the Authorized Signatory be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in the Authorized Signatory's judgment, shall be necessary, advisable, convenient, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that the Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved and authorized by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of each Governing Body; and

RESOLVED, that the Authorized Signatory be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Unanimous Written Consent as of the date first set forth above.

SOLE MEMBER OF:

BFG Kalamazoo, LLC

BFG Logistics, LLC

BFG Supply Co., LLC

By /s/ John Berry

Name: John Berry

Title: Chief Executive Officer, Treasurer and
Secretary

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Unanimous Written Consent as of the date first set forth above.

SOLE MEMBER OF:

Greenhouse Solutions, LLC

Greenhouse Contracting Services, LLC

International Greenhouse Contractors, LLC

By /s/ John Berry

Name: John Berry

Title: Chief Executive Officer, Treasurer and
Secretary

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Unanimous Written Consent as of the date first set forth above.

**MAJORITY DIRECTOR OR MAJORITY
MANAGER OF:**

BFG Supply Co., LLC
Bamboo Purchaser, Inc.
BFG Purchaser Parent, Inc.
BFG Supply Holdings, Inc.
BFG Holdings I, Inc.
BFG Supply Canada Holdings, Inc.
L & L Nursery Supply, Inc.
Gard'N-Wise Distributors, Inc.
GROSouth, Inc.
International Greenhouse Contractors LLC
Green-Tek, LLC
BFG VG Supply Acquisition, LLC

/s/ Patrick J. Bartels

Patrick J. Bartels

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Unanimous Written Consent as of the date first set forth above.

SOLE DIRECTOR OF:
De Cloet Greenhouse Mfg. Ltd.

/s/ Patrick J. Bartels
Patrick J. Bartels

SCHEDULE 1

	Company	Jurisdiction
1.	Bamboo Purchaser, Inc.	Delaware
2.	BFG Purchaser Parent, Inc.	Delaware
3.	BFG Supply Holdings, Inc.	Delaware
4.	BFG Holdings I, Inc.	Delaware
5.	BFG Supply Canada Holdings, Inc.	Delaware
6.	L & L Nursery Supply, Inc.	California
7.	Gard'N-Wise Distributors, Inc.	Kansas
8.	GROSouth, Inc.	Alabama
9.	BFG Supply Co., LLC	Indiana
10.	International Greenhouse Contractors LLC	Delaware
11.	Green-Tek, LLC	Wisconsin
12.	BFG Kalamazoo, LLC	Indiana
13.	BFG VG Supply Acquisition, LLC	Delaware
14.	BFG Logistics, LLC	Indiana
15.	Greenhouse Solutions, LLC	Illinois
16.	Greenhouse Contracting Services, LLC	Illinois
17.	De Cloet Greenhouse Mfg. Ltd.	Ontario, Canada

Fill in this information to identify the case and this filinDebtor Name De Cloet Greenhouse Mfg. Ltd.United States Bankruptcy Court for the: _____ District of DE
(State)

Case number (if known): _____

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets--Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration List of Equity Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/18/2026
MM / DD / YYYY

XAdam Zalev

Signature of individual signing on behalf of debtor

Adam Zalev
Printed name

Chief Restructuring Officer
Position or relationship to debtor

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

In re:

De Cloet Greenhouse Mfg. Ltd.,

Debtor.

Chapter 11

Case No. 26-____ (____)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
BFG Supply Canada Holdings, Inc.	100%

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

In re:

De Cloet Greenhouse Mfg. Ltd.,

Debtor.

Chapter 11

Case No. 26-____ (____)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
BFG Supply Canada Holdings, Inc.	251 Little Falls Drive, Wilmington, Delaware 19808	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

Fill in this information to identify the case:

Debtor Name: BFG Supply Co., LLC

United States Bankruptcy Court for the: District of Delaware

Case Number (if known):

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A consolidated list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	THE SCOTTS COMPANY 14111 SCOTTS LAWN ROAD MARSVILLE, OH 43041	CONTACT: NATE BAXTER PHONE: (800) 233-5296 CUSTOMERSERVICE.MARYSVI LLE@SCOTTS.COM	TRADE					\$2,953,303.21
2	ROXUL USA INC. PO BOX 734766 CHICAGO, IL 60673-4766	CONTACT: JES MUNK PHONE: (800) 872-2476 CS@ROCKWOOL.COM	TRADE					\$2,864,859.61
3	HAWTHORNE HYDROPONICS LLC PO BOX 200054 DALLAS, TX 75320-0054	CONTACT: CHRIS HAGEDORN PHONE: (888) 475-6544 INFO@HAWTHORNEGC.COM	TRADE					\$2,559,904.85
4	SYNGENTA CROP PROTECT PO BOX 772312 DETROIT, MI 48277-2312	CONTACT: STEVEN HAWKINS PHONE: (800) 334-9481 CUSTOMER_SERVICE.PROF_P RODUCTS@SYNGENTA.COM	TRADE					\$2,122,078.21
5	ICL/SPECIALTY FERTILIZERS DEPT 3286 CAROL STREAM, IL 60132-3286	CONTACT: CLINTON STOLLARD PHONE: (800) 492-8255 CLINT.STOLLARD@ICL- GROUP.COM	TRADE					\$1,534,925.17
6	THERMA-STOR LLC PO BOX 775584 CHICAGO, IL 60677-5584	CONTACT: KEITH REAGAN PHONE: (877) 420-1330 KREAGAN@QUESTCLIMATE.C OM	TRADE					\$1,459,613.84
7	THE HC COMPANIES INC. PO BOX 932855 CLEVELAND, OH 44193	CONTACT: JOCELYN LEWIS PHONE: (800) 225-7712 JLEWIS@GROWSCAPE.COM	TRADE					\$1,389,760.41

Debtor: BFG Supply Co., LLC

Case Number (if known): 26-xxxx1

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
8	SUN GRO HORTICULTURE INC. PO BOX 714837 CINCINNATI, OH 45271-4837	CONTACT: LISA ALLEN PHONE: (800) 732-8667 ACCOUNTSPAYABLE@SUNGR O.COM	TRADE				\$1,082,403.13
9	C.H. ROBINSON 14701 CHARLSON ROAD EDEN PRAIRIE, MN 55347	CONTACT: JOSEPH NEMES PHONE: (800) 539-7487 JOSEPH.NEMES@CHROBINSO N.COM	TRADE				\$911,020.40
10	SBM LIFE SCIENCE CORP. PO BOX 603454 CHARLOTTE, NC 28260-3454	CONTACT: ALEXANDRE SIMMLER PHONE: (484) 294-5416 US.CUSTOMERSERVICE@SBM -COMPANY.COM	TRADE				\$788,305.76
11	PREMIER TECH GROWERS & CONSUMERS INC. PO BOX 673926 DETROIT, MI 48267-3926	CONTACT: TONY BECKMANN PHONE: (314) 781-5703 SERVICES.PTGC.PRO.NA@PRE MIERTECH.COM	TRADE				\$777,871.13
12	PALRAM AMERICAS, INC. 9735 COMMERCE CIRCLE KUTZTOWN, PA 19530	CONTACT: LEEOR WIESELBERG PHONE: (800) 994-5626 SUPPORT_APP_AMERICA@P ALRAM.COM	TRADE				\$757,394.20
13	J.R. PETERS, INC. 6656 GRANT WAY ALLENTOWN, PA 18106	CONTACT: ANGEL MADTES PHONE: (610) 395-7104 AMADTES@JRPETERS.COM	TRADE				\$725,301.73
14	LIBERTY PROPERTY LIMITED PARTNERSHIP 1800 WAZEE STREET STE 500 DENVER, CO 80202	CONTACT: DAN LETTER PHONE: (909) 673-8730 INFO@PROLOGIS.COM	TRADE				\$701,289.64
15	BERRY GLOBAL, INC. PO BOX 633485 CINCINNATI, OH 45263-3485	CONTACT: KEVIN KWILINSKI PHONE: (812) 424-2904 INFO@BERRYGLOBAL.COM	TRADE				\$693,068.23
16	DAB PUMPS, INC. PO BOX 534728 ATLANTA, GA 30353	CONTACT: JOHN HURLBERT PHONE: (843) 998-4301 JOHN.HURLBERT@DABPUMP S.COM	TRADE				\$679,996.24
17	UNITED COMPOST & ORGANICS, INC. (DBA FOXFARM SOIL & FERTILIZER) 8601 N. SCOTTSDALE RD 309 SCOTTSDALE, AZ 85253	CONTACT: WILLIAM WINER PHONE: (707) 443-4369 ORDERS@FOXFARMFERTILIZE R.COM	TRADE				\$670,282.33
18	CAESARS ENTERPRISE SERVICES, LLC PO BOX 96118 LAS VEGAS, NV 89193	CONTACT: TOM REEG PHONE: (775) 325-7413 CADAMSON@ELDORADORES ORT.COM	TRADE	DISPUTED			\$504,753.00
19	LAMBERT PEAT MOSS INC PO BOX 55811 BOSTON, MA 02205-5811	CONTACT: GABE LAMBERT PHONE: (800) 463-4083 LAMBERTPEATMOSS@AOL.C OM	TRADE				\$443,889.45
20	DRAMM 1425 DUFEEK DRIVE MANITOWOC, WI 54221	CONTACT: MELISSA KRCMA PHONE: (800) 258-0848 MKRCMA@DRAMM.COM	TRADE				\$440,590.37

Debtor: BFG Supply Co., LLC

Case Number (if known): 26-xxxx1

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	NURSERY SUPPLIES INC. PO BOX 201191 DALLAS, TX 75320-1191	CONTACT: JOHN COLLINS PHONE: (800) 523-8972 LAURAM@NURSERYSUPPLIES.COM	TRADE					\$440,468.83
22	KELLY SEED COMPANY, INC. 420 S SHILOH ROAD HARTFORD, AL 36344	CONTACT: DEMERRIS HOLSTER PHONE: (334) 588-3821 DEMERRIS@KELLYSEED.COM	TRADE					\$438,053.96
23	ROYAL GOLD LLC 600 F STREET ARCATA, CA 95521	CONTACT: WILLIAM H. HEISENBUTTEL PHONE: (707) 822-4653 ORDERS@ROYALGOLDCOCO.COM	TRADE					\$418,391.54
24	HYPLAST NV 527 MAHLON DR CHESTER, SC 29706	CONTACT: AMANDA JACKSON PHONE: (888) 255-3757 AMANDA.JACKSON@RKW-GROUP.COM	TRADE					\$407,942.01
25	LUMITE, INC. 1515 N COUNTY LINE ROAD ALTO, GA 30510	CONTACT: MARK MULKEY PHONE: (866) 358-6483 MMULKEY@LUMITE.COM	TRADE					\$391,756.48
26	CONLEYS MFG & SALES 4344 EAST MISSION BLVD MONTCLAIR, CA 91763	CONTACT: DAN CONLEY PHONE: (909) 627-0981 ORDERS@CONLEYS.COM	TRADE					\$377,226.76
27	COLES WILD BIRD PRODUCTS CO 1325 COBB INTERNATIONAL DR NW KENNESAW, GA 30152	CONTACT: ELAINE COLE PHONE: (770) 426-8882 ORDERS@COLESWILDBIRD.COM	TRADE					\$336,206.09
28	MOUNTAIN VIEW 8955 SUNNYVIEW RD NE SALEM, OR 97305	CONTACT: STACY KUENZI PHONE: (877) 308-7333 STACY@MTVIEWSEEDS.COM	TRADE					\$335,597.41
29	REDI-GRO CORPORATION 8909 ELDER CREEK RD SACRAMENTO, CA 95828	CONTACT: DENNIS CHAN PHONE: (916) 381-6063 REDIGRORETAIL@REDI-GRO.COM	TRADE					\$331,838.10
30	BASF AGRICULTURAL SOLUTIONS US LLC 29878 NETWORK PLACE CHICAGO, IL 60673-1298	CONTACT: HEATHER REMLEY PHONE: (973) 245-6574 PCS_CUSTOMER_SERVICE@BASF.COM	TRADE					\$318,744.28

This is Exhibit "B" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

Re: Docket No. 3

CERTIFIED:
AS A TRUE COPY:

ATTEST:

STEPHEN L. GRANT
U.S. BANKRUPTCY COURT

Deputy Clerk

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

This is Exhibit "C" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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 cancellation, 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 Indemnatee (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 Challenge⁸ (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.leafy@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.

A handwritten signature in dark ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

Dated: August 20th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Lien Priority Annex⁹**

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 DIP Superpriority Claim	Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)
Adequate Protection Liens (for Prepetition ABL Secured Parties) Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties)	Prepetition Term Loan Liens Prepetition Term Loan Obligations
Prepetition ABL Liens Prepetition ABL Obligations	DIP Liens DIP Superpriority Claim
Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)	Adequate Protection Liens (for Prepetition ABL Secured Parties) 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.

Prepetition Term Loan Liens	Prepetition ABL Liens
Prepetition Term Loan Obligations	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

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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 delegatee) 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 Candéal 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 (5th) 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)(1) 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 Indemnities taken as a whole and (z) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use 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 unmaturing. 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 or of other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by 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 or of other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.12).

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.

This is Exhibit "D" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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 Collateral⁴ 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.leafy@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

This is Exhibit "E" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC,

Debtor.

Chapter 11

Case No. 26-11284 (CTG)

Tax I.D. No. 35-2116660

Re: Docket No. 2

In re:

Bamboo Purchaser, Inc.,

Debtor.

Chapter 11

Case No. 26-11283 (CTG)

Tax I.D. No. 87-3191173

In re:

BFG Purchaser Parent, Inc.,

Debtor.

Chapter 11

Case No. 26-11285 (CTG)

Tax I.D. No. 87-3372451

In re:

BFG Supply Holdings, Inc.,

Debtor.

Chapter 11

Case No. 26-11286 (CTG)

Tax I.D. No. 84-4254070

In re:

BFG Holdings I, Inc.,

Debtor.

Chapter 11

Case No. 26-11287 (CTG)

Tax I.D. No. 27-3431502

In re:

BFG Supply Canada Holdings, Inc.,

Debtor.

Chapter 11

Case No. 26-11288 (CTG)

Tax I.D. No. 87-1299737

In re: De Cloet Greenhouse Mfg. Ltd., Debtor.	Chapter 11 Case No. 26-11289 (CTG) Tax I.D. No. N/A
In re: BFG Kalamazoo, LLC, Debtor.	Chapter 11 Case No. 26-11290 (CTG) Tax I.D. No. 26-0220121
In re: BFG Logistics, LLC, Debtor.	Chapter 11 Case No. 26-11291 (CTG) Tax I.D. No. 20-4284172
In re: L&L Nursery Supply, Inc., Debtor.	Chapter 11 Case No. 26-11292 (CTG) Tax I.D. No. 95-2469972
In re: Gard’N-Wise Distributors, Inc., Debtor.	Chapter 11 Case No. 26-11293 (CTG) Tax I.D. No. 48-0578418
In re: International Greenhouse Contractors LLC, Debtor.	Chapter 11 Case No. 26-11294 (CTG) Tax I.D. No. 91-1487313
In re: Greenhouse Solutions, LLC, Debtor.	Chapter 11 Case No. 26-11295 (CTG) Tax I.D. No. 20-1481860

In re: Greenhouse Contracting Services, LLC, Debtor.	Chapter 11 Case No. 26-11296 (CTG) Tax I.D. No. 46-3993738
In re: Green-Tek, LLC, Debtor.	Chapter 11 Case No. 26-11297 (CTG) Tax I.D. No. 39-1598749
In re: GROSouth, Inc., Debtor.	Chapter 11 Case No. 26-11298 (CTG) Tax I.D. No. 63-0464231
In re: BFG VG Supply Acquisition, LLC, Debtor.	Chapter 11 Case No. 26-11299 (CTG) 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:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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

This is Exhibit "F" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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

This is Exhibit "G" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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.leafy@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.

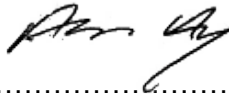
18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

Dated: August 20th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit "H" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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);

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.leafy@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

This is Exhibit "I" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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.

This is Exhibit "J" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.

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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.leafy@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

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.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

Dated: August 20th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit "K" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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

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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.leafy@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

This is Exhibit "L" referred to in the affidavit of Adam Zalev, sworn August 21, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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

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

AFFIDAVIT OF ADAM ZALEV

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Tel: 416.860.6465
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nlevine@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for the Foreign Representative

Tab 2

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

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

AFFIDAVIT OF JOSHUA GORDON
(sworn August 21, 2026)

I, Joshua Gordon, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am an Associate at Cassels Brock & Blackwell LLP, counsel to the De Cloet Greenhouse Mfg. Ltd., including in its capacity as Foreign Representative, and, as such, have knowledge of the following matters.

2. Terms not defined in this Affidavit have the meanings given to them in the Affidavit of Adam Zalev sworn August 19, 2026.

3. In connection with the Chapter 11 Cases, the Debtors filed the following motion materials with the U.S. Bankruptcy Court:

- (a) Foreign Representative Motion: Debtors' Emergency Motion for Entry of an Order
(I) Authorizing De Cloet Greenhouse Mfg. Ltd. to Act as Foreign Representative in Canadian Proceeding and (II) Granting Related Relief, attached hereto as **Exhibit "A"**;

- (b) DIP Motion: Debtors' Emergency Motion for Entry of Interim and Final Orders 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; attached hereto as **Exhibit "B"**. The exhibits filed separately in connection with the DIP Motion are attached hereto as **Exhibit "C"**;
- (c) Liquidation Procedures Motion: Debtors' Emergency Motion for Entry of 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; attached hereto as **Exhibit "D"**; The exhibits filed separately in connection with the Liquidation Procedures Motion are attached hereto as **Exhibit "E"**;
- (d) Joint Administration Motion: Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief; attached hereto as **Exhibit "F"**;
- (e) Critical Vendor Motion: Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief; attached hereto as **Exhibit "G"**;
- (f) Utilities Motion: Debtors' Emergency Motion for Entry of Interim and Final Orders (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, attached hereto as **Exhibit “H”**;*

- (g) Taxes Motion: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief, attached hereto as **Exhibit “I”**;*
- (h) Insurance Motion: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (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, attached hereto as **Exhibit “J”**;*
- (i) Wages Motion: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (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, attached hereto as **Exhibit “K”**;*
- (j) Cash Management Motion: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (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 Limited Waiver of Section 345(b) Deposit and*

Investment Requirements, and (III) Granting Related Relief, attached hereto as Exhibit “L”;

- (k) Customer Programs Motion: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief, attached hereto as Exhibit “M”; and*
- (l) DIP Declaration: *Declaration of Neil Gupta in Support of the Debtors’ Motion for Entry of Interim and Final Orders 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, dated August 19, 2026, attached hereto as Exhibit “N”.*

SWORN BEFORE ME by videoconference on this 21st day of August 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario.



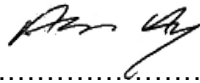
Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K



Joshua Gordon

This is Exhibit "A" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
DE CLOET GREENHOUSE MFG. LTD. TO ACT AS FOREIGN REPRESENTATIVE
IN CANADIAN PROCEEDING AND (II) GRANTING RELATED RELIEF**

BFG Supply Co., LLC and the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) hereby move (this “Motion”) for entry of an order, substantially in the form attach hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105, 1107 and 1505 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of the Proposed Order (i) authorizing, but not directing, Debtor De Cloet Greenhouse Mfg. Ltd (“De Cloet”) to act as the Debtors’ Foreign

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 First Day Declaration.

Representative (as defined below) in the Canadian Proceeding (as defined below) and (ii) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 1107, and 1505 of title 11 of the United States Code (the “Bankruptcy Code”).

Background

I. General Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Cases.

II. The Canadian Proceeding

8. As discussed in more detail in the First Day Declaration, the Debtors operate one of North America's leading value-added wholesale distribution platforms serving the professional green industry. Over more than five decades, the business has evolved from a regional horticultural supplier into a diversified distributor of lawn and garden products, greenhouse supplies, nursery products, controlled-environment agriculture products, greenhouse structures, and related horticultural equipment. Through a combination of organic growth and strategic acquisitions, the Debtors have assembled an integrated business-to-business distribution platform that connects a highly fragmented supplier base with thousands of commercial customers throughout the United States and Canada.

9. The Debtors conduct operations in Canada through De Cloet (an entity organized under the laws of Ontario). Prior to the Petition Date, the Debtors had approximately two dozen employees in Canada. The Debtors own one distribution, manufacturing, and service facility in Simcoe, Ontario, Canada. The Canadian operations support the broader North American distribution platform and reflect the enterprise's cross-border operations developed over many years.

10. Following commencement of the Chapter 11 Cases, De Cloet will commence an ancillary proceeding (the "Canadian Proceeding") under Part IV of the *Companies' Creditors*

Arrangement Act (Canada) R.S.C. 1985, c. C-36 (as amended, the “CCAA”) before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”). The purpose of the Canadian Proceeding is to: (1) request that the Canadian Court recognizes the Chapter 11 Case of De Cloet as “foreign main proceedings” and De Cloet as a “foreign representative” under the applicable provisions of the CCAA;³ (2) request that the Canadian Court lend assistance to this Court in protecting the Debtors’ assets, operations, and property in Canada.; and (c) seek any other appropriate relief and protections from the Canadian Court that De Cloet deems just and proper in the furtherance of the protection of the Debtors’ estates.

11. To commence the Canadian Proceeding, the Debtors require authority for a debtor entity to act as the “foreign representative”⁴ on behalf of the Debtors’ estates (the “Foreign Representative”). Therefore, the Debtors request authority to appoint De Cloet as such Foreign Representative and commence the Canadian Proceeding.

12. More specifically, section 46 of the CCAA provides in part:

- a. **Application for recognition of a foreign proceeding.** —
A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
- b. **Documents that must accompany application.** — . . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity . . .

CCAA, R.S.C., Ch. C-36, § 46 (1985) (Can.)

³ At this time, the Debtors anticipate seeking recognition only of the Chapter 11 Case commenced by De Cloet. The Debtors may seek recognition of additional Chapter 11 Cases of other Debtors at a future date.

⁴ A “foreign representative” is defined in section 45(1) of the CCAA to mean “a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company, to (a) monitor the debtor company’s business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding.”

13. Accordingly, for De Cloet to seek recognition as the Foreign Representative in the Canadian Proceeding and thereby apply to have the Chapter 11 Cases recognized by the Canadian Court, this Court must enter an order authorizing De Cloet to act as the Foreign Representative in the Canadian Proceeding. Upon entry of the Proposed Order, De Cloet will be able to file such order with the Canadian Court as the instrument authorizing De Cloet to act as the Foreign Representative pursuant to section 46 of the CCAA.

Basis For Relief

14. Section 1505 of the Bankruptcy Code provides that “[a] trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.” 11 U.S.C. § 1505.

15. The purpose of section 1505 is to allow a debtor to petition a foreign court for recognition of its chapter 11 case and to request that the foreign court cooperate with and lend assistance to the debtor and this Court in meeting the objectives of both chapter 15 of the Bankruptcy Code and the Model Law on Cross-Border Insolvency (the “Model Law”),⁵ adopted by the United Nations Commission on International Trade Law (UNCITRAL) in 1997, on which chapter 15 is based.

16. Further, section 1107(a) of the Bankruptcy Code Bankruptcy Code provides, in relevant part, that “a debtor in possession shall have all the rights . . . and powers, and shall perform all the functions and duties . . . of a trustee serving in a case under this chapter.” 11 U.S.C. § 1107(a).

⁵ The UNCITRAL Model Law on Cross Border Insolvency, together with the Guide to Enactment, can be found at <https://www.uncitral.org/pdf/english/texts/insolven/1997-Model-Law-Insol-2013-Guide-Enactment-e.pdf>.

17. The Debtors submit that sections 1107 and 1505 of the Bankruptcy Code confer upon De Cloet, as a debtor in possession, sufficient rights, powers, and duties to act as the Foreign Representative of the Debtors' estates in the Canadian Proceeding. To avoid any possible confusion or doubt regarding this authority and to comply with the requirements of section 46 of the CCAA, the Debtors seek entry of an order, pursuant to section 1505 of the Bankruptcy Code, explicitly authorizing De Cloet to act as the Foreign Representative of the Debtors' estates in the Canadian Proceeding.

18. Authorizing De Cloet to act as the Foreign Representative on behalf of the Debtors' estates in the Canadian Proceeding will allow for coordination between these Chapter 11 Cases and the Canadian Proceeding and provide an effective mechanism to protect and maximize the value of the Debtors' assets and estates. Courts have granted relief similar to that requested herein in other large chapter 11 cases where a debtor has foreign assets or operations requiring a recognition proceeding. *See, e.g., In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026); *In re WeWork Inc.*, Case No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023); *In re CTI Liquidation Co., Inc. (f/k/a Cyxtera Techs., Inc.)*, Case No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023); *In re Celsius Network LLC*, Case No. 22-10964 (MG) (Bankr. S.D.N.Y. Dec. 9, 2022); *In re Armstrong Flooring, Inc.*, Case No. 22-10426 (MFW) (Bankr. D. Del. May 11, 2022); *In re Knotel, Inc.*, Case No. 21-10146 (MFW) (Bankr. D. Del. Mar. 11, 2021). Accordingly, the Debtors submit that the relief requested herein is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

Notice

19. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the

Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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Stacy L. Newman (No. 5044)
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*Proposed Counsel for Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Jointly Administered)

Re: Docket No. __

**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.

This is Exhibit "B" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS 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**

The debtors and debtors-in-possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), move this Court for the entry of an interim order substantially in the form of the interim order attached hereto as **Exhibit A** (the “Interim Order”) and a final order to be entered in advance of or following the Final Hearing (as defined below) (the “Final Order” and together with the Interim Order, the “DIP Orders”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, 507, and 552(b), and 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”),

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.

and rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”). In support of the Motion, the Debtors rely upon and incorporate by reference (a) 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* (the “DIP Declaration”), and (b) the *Declaration of Adam Zalev in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), which are being filed concurrently herewith and are incorporated by reference herein. In further support of this Motion, the Debtors, by and through their undersigned proposed counsel, respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Debtors seek authority to enter into that certain postpetition superpriority senior secured, asset-based debtor-in-possession revolving credit facility, and other financial accommodations, in the aggregate principal amount of up to \$55 million (the “DIP Facility”) subject to the terms and conditions set forth in that certain *Debtor-in-Possession Credit Agreement*, attached as Exhibit 2 to the Interim Order (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”)² among the Debtors party thereto, the lenders party

² Capitalized terms used but not otherwise defined in this Motion shall have the meaning ascribed to such terms in the DIP Credit Agreement or the Interim Order, as applicable.

thereto (in such capacity, the “DIP Lenders”), and ACF FinCo I LP, as administrative agent and collateral agent (in such capacities, the “DIP Agent” and together with the DIP Lenders, the “DIP Credit Parties”), and to access cash collateral (as defined in section 363(a) of the Bankruptcy Code, the “Cash Collateral”) of the Prepetition ABL Secured Parties (as defined below). The DIP Facility is vital to the Debtors’ ability to administer these Chapter 11 Cases and pursue the Debtors’ contemplated value-maximizing parallel sale and liquidation strategy.

2. As described in the DIP Declaration, prior to the Petition Date, the Debtors and their advisors engaged in a marketing process for debtor-in-possession financing from existing stakeholders, including the Prepetition Secured Creditors (as defined below) and third-party sources. Other than the DIP Facility described herein, the Debtors were unable to obtain any other viable offers for financing.

3. Following a series of arm’s-length negotiations with the Debtors’ Prepetition ABL Agent, the Debtors ultimately agreed to the terms of the proposed DIP Facility and the use of Cash Collateral, which provides the Debtors with sufficient runway to pursue the following concurrent, potential transactions during this case: a going-concern sale process; an orderly liquidation of inventory and receivables; and/or a disposition of the Debtors’ real estate portfolio. The proposed DIP Facility consists of a postpetition superpriority senior secured, asset-based debtor-in-possession revolving credit facility and other financial accommodations in an aggregate principal amount of up to \$55 million, consisting of (a) revolving credit commitments (the “DIP Commitments”, which DIP Commitments shall be available to the Borrower to draw upon pursuant to a “creeping roll-up” whereby all Cash Collateral is used to pay down the Prepetition Revolving Loans (as defined in the Interim Order) 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 the Interim Order (the “Interim Financing”); and (b) upon the entry of a final order approving the DIP Facility, a cashless roll-up and refinancing of any remaining outstanding Prepetition Revolving Loans of the DIP Lenders as loans under the DIP Facility, together, to the extent not already paid in cash on the Closing Date, with the cash payment of any accrued interest, fees, and other amounts outstanding that constitute Prepetition ABL Obligations owing to such lenders through the entry of the Final Order (collectively, the “DIP Roll-Up Loan” and, together with the Interim Financing, the “DIP Loans” as more fully defined in the DIP Credit Agreement and the Interim Order).

4. The DIP Facility will be secured by liens (the “DIP Liens”) that are senior to the Prepetition Liens with respect to the Prepetition ABL Priority Collateral (each as defined in the Interim Order), and junior to the liens of the Prepetition Term Loan Agent with respect to the Prepetition Term Loan Priority Collateral (each as defined in the Interim Order). However, the Carve Out (as defined in the Interim Order) will be senior to all Prepetition Liens, including the liens of the Prepetition Term Loan Agent with respect to the Prepetition Term Loan Priority Collateral.

5. All of the Debtors’ cash on hand as of the Petition Date is subject to the liens of the Prepetition Secured Creditors (as defined below) and thus constitutes Cash Collateral. In the absence of a consensual agreement with the Prepetition Secured Creditors regarding the DIP Facility and use of Cash Collateral, the Debtors anticipate that there would have been a contentious dispute on the first day of these Chapter 11 Cases with respect to nonconsensual use of Cash Collateral and/or the priming of the Prepetition Collateral (as defined in the Interim Order), the outcome of which would have been uncertain.

6. Even with access to Cash Collateral, the Debtors require the proceeds from the DIP Facility to fund operations during these Chapter 11 Cases, including three complementary and concurrent value-maximizing workstreams: (i) a court-supervised going-concern sale process, (ii) an orderly monetization of inventory, receivables, and other assets, and (iii) a real estate disposition program. As of the date hereof, the Debtors only have approximately \$1,956,642 in cash on hand. Absent immediate access to the DIP Facility and Cash Collateral, the Debtors will have insufficient liquidity to satisfy, among other things: (a) their working capital and business operating needs; (b) the administrative costs of these Chapter 11 Cases; and (c) the funding requirements necessary to pursue the foregoing workstreams and preserve value for the benefit of all stakeholders. Any delay or inability to draw under the DIP Facility and use Cash Collateral will require the Debtors to cease operations and cause immediate and irreparable harm to the value of the Debtors' estates to the detriment of all stakeholders.

7. For these reasons, in addition to the reasons set forth below, in the DIP Declaration, and in the First Day Declaration, the Debtors believe that entry into the DIP Facility is an exercise of the Debtors' sound business judgment and will maximize value for the Debtors' stakeholders. Accordingly, the Debtors respectfully request that the Court approve the Debtors' entry into the DIP Facility and the use of Cash Collateral.

SUMMARY OF RELIEF REQUESTED

8. Pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, 507 and 552 of the Bankruptcy Code, rules 2002, 4001, 6004, and 9014 of the Bankruptcy Rules, and rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules, the Debtors seek entry of the DIP Orders:

- 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”), pursuant to the terms and conditions of the DIP Credit Agreement, by and among (A) Bamboo Purchaser, Inc., as borrower representative (the “Borrower”), (B) the subsidiaries of the Borrower from time to time party thereto as guarantors, (C) the DIP Agent, and (D) the DIP Lenders, and allocated and made available to the Borrower as follows: (i) upon entry of the Interim Order, the DIP Commitments shall be available to the Borrower pursuant to the Interim Financing; and (ii) upon entry of the Final Order, the repayment and refinancing of any remaining outstanding Prepetition Revolving Loans pursuant to the DIP Roll-Up Loan, pursuant to a “creeping roll-up” 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 upon entry of the Final Order;

- b. authorizing the Debtors to obtain postpetition financing pursuant to the DIP Facility, subject to the terms and conditions set forth in the Interim Order and the DIP Credit Agreement (and together with the Interim Order, the Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith and security documentation, collectively, the “DIP Loan Documents”), providing for revolving DIP Commitments in the aggregate principal amount of up to \$55 million, of which \$22 million will be made available to the Borrower to draw upon entry of the Interim Order; and (ii) upon the effectiveness of the DIP Facility upon entry of a Final Order, a cashless roll-up and refinancing of all remaining outstanding Prepetition Revolving Loans of the DIP Lenders as loans under the DIP Facility, together with the cash payment of all Prepetition ABL Obligations owing to such lenders through the entry of the Final Order, including any amounts not previously paid pursuant to the Interim Order;
- c. authorizing the Debtors to (i) execute, deliver, and perform under the DIP Credit Agreement and all other DIP Loan Documents; (ii) incur all loans, advances, extensions of credit, financial accommodations, indemnification and reimbursement obligations and other obligations, and pay all principal, interest, premiums, 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 Obligations (as defined in the DIP Credit Agreement) due or payable under the DIP Facility to the DIP Lenders (the “DIP Obligations”); and (iii) perform such other and further acts as may be

necessary or desirable in connection with the Interim Order, the DIP Loan Documents, and the transactions contemplated thereby;

- 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. granting to the DIP Agent, for the benefit of the DIP Credit Parties, and authorizing the Debtors to incur, the DIP Liens on all DIP Collateral (as defined in the Interim Order), which DIP Liens shall constitute (A) a valid and perfected first priority lien and security interest in all Prepetition ABL Priority Collateral; and (B) a valid and perfected second priority lien and security interest in all Prepetition Term Loan Priority Collateral (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), in each case subject to the Carve Out, the Prepetition Permitted Liens (each as defined in the Interim Order), and the relative priorities set forth in the Interim Order, including the Lien Priority Annex attached as Exhibit 1 to the Interim Order;
- f. granting to the DIP Agent, for the benefit of the DIP Credit Parties, and authorizing the Debtors to incur, allowed superpriority administrative expense claims against the Debtors in respect of all DIP Obligations in accordance with and subject to the Carve Out and the terms of the Interim Order;
- 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, 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 use the proceeds of the DIP Facility and the DIP Collateral, including Cash Collateral, solely in accordance with the terms and conditions set forth in the Interim Order and the DIP Loan Documents, including the Approved Budget, subject to any Permitted Variances (as defined in the Interim Order);
- i. authorizing the Debtors to provide adequate protection to the Prepetition Secured Creditors, solely to the extent of any Diminution in Value (as defined in the Interim Order) of the Prepetition Collateral, in the form of: (a) Adequate Protection Liens in favor of each of the Prepetition ABL Agent and the Prepetition Term Loan Agent (for the benefit of itself and the other applicable Prepetition Secured Creditors) on all DIP Collateral, which Adequate Protection Liens shall be subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex and subordinate to the Prepetition Permitted Liens, as applicable; (b) Adequate Protection

Superpriority Claims in favor of each of the Prepetition ABL Agent and the Prepetition Term Loan Agent (for the benefit of itself and the other applicable Prepetition Secured Creditors), subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex; (c) Adequate Protection Payments (as defined in the Interim Order) to the Prepetition ABL Secured Parties in the amount of the ABL Fees and Expenses plus the ABL Lender Payments (each as defined in the Interim Order) (including, among other things, interest arising from or related to the Prepetition ABL Obligations that will 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 the Interim Order) and (d) adequate protection payments to the Prepetition Term Loan Agent in the form of reasonable and documented fees, costs, and expenses to the extent payable under the Prepetition Term Loan Credit Agreement and to the extent set forth in the Interim Order;

- j. modifying or vacating the automatic stay imposed by sections 105(a) and 362 of the Bankruptcy Code or otherwise, to the extent necessary, required, or desirable to implement and effectuate the terms and provisions of the Interim Order and the DIP Loan Documents, as set forth herein, waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order, providing for the immediate effectiveness of the Interim Order, and granting related relief;
- k. subject to and effective upon entry of the Final Order, approving the Debtors' waiver of the right to surcharge the DIP Credit Parties or the DIP Collateral (other than the Prepetition Term Loan Priority Collateral) 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;
- l. subject to and effective upon entry of the Final Order, approving the Debtors' waiver of the equitable doctrine of "marshaling" and other similar doctrines with respect to the DIP Collateral and the Prepetition Collateral; and
- m. scheduling a final hearing (the "Final Hearing") on the Motion to consider entry of the Final Order authorizing the relief requested in the Motion on a final basis, which order shall be in form and substance and on terms and conditions acceptable in all respects to the DIP Agent and the DIP Lenders.

JURISDICTION AND VENUE

11. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b),

and pursuant to Rule 9013-1(f) of the Local Rules, the Debtors confirm their consent to the entry of a final order or judgment by the Court with respect to this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

12. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

13. The statutory and legal predicates for the relief requested herein are sections 105, 361, 362, 363, 364, and 507 of title 11 of the Bankruptcy Code; Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014; and Rules 2002-1, 4001-1, 4001-2, and 9013-1 of the Local Rules.

CONCISE STATEMENT PURSUANT TO BANKRUPTCY RULE 4001

14. In accordance with Bankruptcy Rules 4001(b), (c) and (d), and Local Rule 4001-2, below is a concise statement and summary³ of the material terms of the proposed DIP Facility and use of Cash Collateral:

Summary Of Material Terms	
Parties to the DIP Facility <i>Fed. R. Bankr. P. 4001(c)(1)(B)</i>	Borrower: Bamboo Purchaser, Inc., a Delaware corporation (the “ <u>Borrower</u> ”) Guarantors: BFG Purchaser Parent Inc., a Delaware corporation (“ <u>Holdings</u> ”), and each existing and future direct and indirect subsidiary of Holdings (other than any such subsidiary acting as Borrower) (collectively, the “ <u>Guarantors</u> ” and the Guarantors collectively with the Borrower, the “ <u>DIP Loan Parties</u> ”). DIP Agent: ACF FinCo I LP DIP Lenders: Each lender party to the Prepetition ABL Credit Agreement participating in the DIP Facility on a pro rata basis in accordance with such lender's share of the existing “Revolving Credit Commitments” under and as defined in the Prepetition ABL Credit Agreement on the Petition Date <i>See Interim Order ¶ 3; DIP Credit Agreement preamble.</i>
Purpose	The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral, solely to the extent consistent with the Approved Budget (subject to Permitted Variances as set forth in the Interim Order and the DIP Loan Documents) to, among other things: (a) permit the orderly continuation of their businesses; (b) pursue

³ The summaries and descriptions of the terms and conditions of the DIP Facility and the provisions of the DIP Orders set forth in this Motion are intended solely for informational purposes to provide the Court and parties-in-interest with an overview of the significant terms thereof. The summaries and descriptions are qualified in their entirety by the DIP Credit Agreement and proposed DIP Orders. In the event there is any conflict between this Motion and the DIP Orders, the DIP Orders will control in all respects. In addition, in the event there is any conflict between the summaries in this Motion and the DIP Credit Agreement, the DIP Credit Agreement will control in all respects.

Summary Of Material Terms	
<i>Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>Local Rule 4001-2(a)(i)</i>	a value maximizing sale transaction while liquidating certain assets concurrently; and (c) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful value maximizing transaction. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course of businesses throughout these Chapter 11 Cases without access to the DIP Facility and authorized use of Cash Collateral. See Interim Order ¶¶ 10–11; DIP Credit Agreement § 5.11.
Borrowing Limits <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(A)</i>	The aggregate principal amount of the DIP Facility shall not exceed \$55 million at any one time outstanding, subject to availability under the Borrowing Base. DIP Credit Agreement §§ 2.01, 2.04.
Approved DIP Budget <i>Fed. R. Bankr. P.; 4001(c)(1)(B); Local; Rule 4001-2(a)(iii)</i>	A copy of the initial Approved Budget, prepared on a four-week basis, is attached as <u>Exhibit 3</u> to the Interim Order. The Approved Budget shall be updated on a rolling thirteen (13)-week basis, with updates delivered to the DIP Agent every two weeks 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. The Debtors' use of Cash Collateral and proceeds of the DIP Facility is subject to the Approved Budget, subject to Permitted Variances. DIP Credit Agreement § 5.14.
Interest Rates <i>Fed. R. Bankr. P. 4001(c)(1)(B)</i>	Loans under the DIP Facility bear interest at the Alternate Base Rate plus 4.75% per annum for ABR Loans and Canadian Prime Rate Loans. Upon and during the continuance of an Event of Default, all outstanding Obligations shall bear interest at an additional 2.00% per annum above the otherwise applicable rate. DIP Credit Agreement §§ 2.12, 1.01 (definition of "Applicable Rate").
Fees <i>Fed. R. Bankr. P. 4001(c)(1); Local Rule 4001-2(a)(i)(B)</i>	The Debtors shall pay (i) a commitment fee of 0.75% per annum on the average daily unused portion of each Lender's Revolving Credit Commitment, payable monthly in arrears, and (ii) such other fees as set forth in the Fee Letters. DIP Credit Agreement §§ 2.11(a), 2.11(b).
Maturity Date <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)</i>	The DIP Facility matures on the earliest to occur of: (a) the Stated Revolving Credit Maturity Date (i.e., the date that is 180 days after the Petition Date); (b) the date that is fourteen (14) days after entry of an order confirming a plan of reorganization for the Loan Parties; (c) the 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) the date the DIP Agent provides written notice of election to terminate the Revolving Credit Commitments and/or accelerate all Secured Obligations following the occurrence and continuance of an Event of Default. DIP Credit Agreement § 1.01 (definition of "Revolving Credit Maturity Date").

Summary Of Material Terms	
Debtors' Stipulations <i>Fed. R. Bankr. P. 4001(c)(1)(B)(iii)</i>	Pursuant to the Interim Order, the Debtors, for themselves and their estates, and all representatives of such estates, make the stipulations set forth in paragraph F of the Interim Order (the “Debtors’ Stipulations”). See Interim Order ¶ F.
Priority of Claims and Liens; Collateral <i>Fed. R. Bankr. P. 4001(c)(1)(B)(i)</i>	The DIP Liens on the DIP Collateral shall have the following priority, subject to the Carve Out and the Prepetition Permitted Liens: (a) with respect to Prepetition ABL Priority Collateral, the DIP Liens shall be first and senior in priority to all other interests and liens; and (b) with respect to Prepetition Term Loan Priority Collateral, the DIP Liens shall be junior and subordinate to the Prepetition Term Loan Liens. The DIP Superpriority Claims shall have priority over any and all administrative expense claims and unsecured claims against the Debtors, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex attached as Exhibit 1 to the Interim Order. See Interim Order ¶¶ 6–8.
Liens on Unencumbered Assets <i>Local Rule 4001-2(a)(i)(G)</i>	The DIP Agent, for the benefit of the DIP Credit Parties, is hereby granted automatically perfected security interests in and liens on all DIP Collateral, including 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, including assets not otherwise subject to any prepetition lien (i.e., unencumbered assets), and the proceeds, products, rents, and profits thereof. The DIP Liens on unencumbered assets shall be subject to the Carve Out and the Prepetition Permitted Liens, and shall be senior in priority to all other interests and liens on such unencumbered assets. DIP Credit Agreement § 5.12.
Roll-Up <i>Local Rule 4001-2(a)(i)(O)</i>	Upon entry of the Interim Order, without any further action by the Debtors or any other party, 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”). Upon entry of the Final Order granting such relief, 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 the Interim Order, shall be paid in cash by the DIP Loan Parties to the DIP Agent on the date of entry of the Final Order. 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 the Interim 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 the 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.

Summary Of Material Terms	
	See Interim Order ¶¶ G; DIP Credit Agreement § 2.01(d).
Provisions that Limit the Challenge Period <i>Local Rule 4001-2(a)(i)(Q)</i>	Pursuant to the Interim Order, any party-in-interest (other than the Debtors, who have irrevocably waived any Challenge) must commence a Challenge no later than seventy-five (75) calendar days after entry of the Interim Order (the "Challenge Deadline"), as such date may be extended by the applicable Prepetition Secured Creditor in its sole discretion or by the Court for good cause shown. The Debtors' Stipulations shall be binding on all parties upon expiration of the Challenge Deadline if no timely Challenge is commenced and successfully prosecuted. See Interim Order ¶ 44.
Proposed Adequate Protection <i>Bankruptcy Rule 4001(b)(1)(B)(iv); Local Rule 4001-2(a)(ii)</i>	As adequate protection for any Diminution in Value of the Prepetition Collateral, the Prepetition Secured Creditors shall receive the following: (a) Adequate Protection for Prepetition ABL Secured Parties. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, shall receive: (i) Adequate Protection Liens on all DIP Collateral, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, which Adequate Protection Liens shall be deemed valid, binding, non-avoidable, enforceable, and fully perfected as of the Petition Date, and shall secure the Prepetition ABL Obligations; (ii) Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, payable from and having recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, subject to entry of the Final Order, Avoidance Proceeds; and (iii) Adequate Protection Payments consisting of (A) cash payment of interest on the Prepetition ABL Obligations at the default rate of interest specified in Section 2.12(c) of the Prepetition ABL Credit Agreement, payable monthly in arrears on the first Business Day of each calendar month commencing with the first such date after entry of the Interim Order (the "ABL Lender Payments"), and (B) 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. (b) Adequate Protection for Prepetition Term Loan Secured Parties. The Prepetition Term Loan Agent, for the benefit of itself and the other Prepetition Term Loan Secured Parties, shall receive: (i) Adequate Protection Liens on all DIP Collateral, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, which Adequate Protection Liens shall be deemed valid, binding, non-avoidable, enforceable, and fully perfected as of the Petition Date, and shall secure the Prepetition Term Loan Obligations; (ii) Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, payable from and having recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, subject to entry of the Final Order, Avoidance Proceeds; and (iii) 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, solely from, and to the extent of, funds in the Term Loan Reserve, until Payment in Full of the DIP Obligations and Prepetition ABL Obligations and thereafter without limitation (the "<u>Term Loan Fees and Expenses</u>," and together with the ABL Fees and Expenses and the ABL Lender Payments, collectively, the "<u>Adequate Protection Payments</u>").

Summary Of Material Terms	
	DIP Credit Agreement § 2.12(c).
Releases <i>Local Rule 4001-2(a)(ii)</i>	Effective as of the date of entry of the Interim Order, and subject to the rights of all parties-in-interest (including with respect to a Challenge), 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 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, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future (collectively, the “Released Parties”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including attorneys' fees), actions, suits, proceedings, losses, injuries, debts, liens, 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 or unasserted, accrued or 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. For the avoidance of doubt, nothing herein shall relieve the DIP Agent, the other DIP Lenders, or the Debtors of their obligations under the Interim Order or the DIP Obligations. See Interim Order ¶ F(ix).
506(c) Waiver <i>Local Rule 4001-2(a)(i)(V)</i>	Subject to the entry of the Final Order, the DIP Agent, DIP Lenders, and Prepetition ABL Secured Parties shall each be entitled to a waiver of the provisions of Section 506(c) of the Bankruptcy Code (except as to Prepetition Term Loan Priority Collateral). See Interim Order ¶ 35.
552(b) <i>Local Rule 4001-2(a)(i)(W)</i>	Subject to the entry of the Final Order, the DIP Agent, the DIP Lenders, and the Prepetition Secured Creditors shall each be entitled to a waiver of any “equities of the case” exception under Section 552(b) of the Bankruptcy Code. See Interim Order ¶ 37.
Marshalling <i>Local Rule 4001-2(a)(i)(X)</i>	Subject to the entry of the Final Order, the DIP Agent, the DIP Lenders, and the Prepetition Secured Creditors shall each be entitled to a waiver of the equitable doctrine of “marshaling” or any other similar doctrine. See Interim Order ¶ 36.

Summary Of Material Terms	
Indemnification <i>Fed. R. Bankr. P. 4001(c)(1)(B)(ix)</i>	Usual and customary expense and indemnification provisions for debtor-in-possession credit facilities of this size, type and purpose, which shall be reasonably acceptable to the DIP Agent, including, without limitation, reimbursement of reasonable and documented out-of-pocket fees, expenses and disbursements of Choate, Hall & Stewart LLP as counsel to the DIP Agent and the DIP Lenders, subject to customary carveouts. See Interim Order ¶ 26; DIP Credit Agreement § 9.03(b).
Events of Default <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(M)</i>	The following constitute Events of Default under the DIP Credit Agreement: (a) Failure to Pay. Failure by the Borrowers to pay (i) when due any principal of any Loan, (ii) any interest within two (2) Business Days after the date due, or (iii) any fee or other amount within three (3) Business Days after the date due. (b) Breach of Representations. Any representation, warranty, or certification made by any Loan Party in any Loan Document shall be untrue in any material respect as of the date made or deemed made. (c) Breach of Certain Covenants. Failure of any Loan Party to perform or comply with any term or condition contained in Sections 5.01, 5.02, 5.06, 5.08(b), 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 or Article 6 of the DIP Credit Agreement, including failure to comply with any Chapter 11 Case Milestone. (d) Other Defaults. Any other default under the DIP Loan Documents not remedied or waived within ten (10) days after the earlier of (i) written notice from the DIP Agent or (ii) actual knowledge of a Financial Officer of any Loan Party. (e) Specified Sale Transaction. Failure by any Borrower or its Subsidiaries to comply in any material respect with the terms of any binding agreement for a Specified Sale Transaction, or failure to consummate a Specified Sale Transaction in accordance with the terms of the definitive documents and related Bankruptcy Court orders. (f) Judgments. Entry of one or more final money judgments in excess of the Threshold Amount (\$2,000,000) that remain undischarged, unvacated, unbonded, or unstayed for a period of thirty (30) days. (g) ERISA. Occurrence of one or more ERISA Events that would reasonably be expected to result in a Material Adverse Effect, or a Canadian Pension Termination Event. (h) Change of Control. Occurrence of a Change of Control. (i) Collateral Documents. Any material Loan Guaranty or Collateral Document ceases to be in full force and effect, or the DIP Agent ceases to have a valid and perfected lien in any Collateral with the required priority. (j) Chapter 11 Case Events. Occurrence of certain events in the Chapter 11 Cases, including, without limitation: (i) the filing of a motion or plan seeking financing or liens not permitted under the DIP Loan Documents; (ii) the filing of a plan of reorganization that does not provide for indefeasible repayment in full in cash of the Secured Obligations and the Pre-Petition Obligations on the effective date; (iii) entry of an order amending, supplementing, staying, vacating, or otherwise modifying the Financing Order or the Cash Management Order without the prior written consent of

Summary Of Material Terms	
	the DIP Agent; (iv) dismissal or conversion of the Chapter 11 Cases; (v) appointment of a trustee or examiner with expanded powers; (vi) commencement of a suit against the DIP Agent or any DIP Lender by or on behalf of any Loan Party, except for any action or proceeding 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 constituting a "Permitted Challenge" (as defined in the Financing Order); or (vii) entry of an order avoiding or permitting recovery of any portion of the payments made on account of the Secured Obligations or the Pre-Petition Obligations. DIP Credit Agreement § 7.01.
Milestones <i>Fed. R. Bankr. P. 4001(c)(1)(B)(vi); Local Rule 4001-2(i)(a)(H)</i>	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. (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, and (ii) authorizing the Debtors' assumption of the Specified Sales Agreement on a final basis.

Summary Of Material Terms	
	(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. DIP Credit Agreement, Schedule 5.15.
Conditions Precedent to Initial Borrowing <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(E)</i>	The obligation of each DIP Lender to make a Credit Extension on the Closing Date is subject to satisfaction (or waiver) of the following conditions, among others: (a) execution and delivery of the DIP Loan Documents by each Loan Party; (b) receipt and approval of the initial Approved Budget; (c) the Bankruptcy Court shall have entered the Interim Financing Order and the Cash Management Order, each in full force and effect and not stayed, vacated, reversed, or modified without the DIP Agent's consent; (d) the representations and warranties of the Loan Parties shall be true and correct in all material respects; (e) no Default or Event of Default shall have occurred and be continuing; (f) no Material Adverse Effect shall have occurred since the Petition Date; (g) receipt of a Borrowing Base Certificate; (h) receipt of duly executed engagement letters for the Company Advisors on terms acceptable to the DIP Agent; (i) receipt of a fully executed copy of the Specified Sales Agreement; (j) receipt of all documentation required under applicable "know your customer" and anti-money laundering rules; and (k) payment of all fees and expenses due on the Closing Date. DIP Credit Agreement § 4.01.
Carve Out <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(F)</i>	The Carve Out means the sum of: (i) all unpaid professional fees and disbursements of the Case Professionals incurred prior to delivery of a Carve Out Trigger Notice, to the extent allowed by the Court and in accordance with the Approved Budget; plus (ii) following delivery of a Carve Out Trigger Notice, unpaid professional fees and disbursements of Case Professionals up to (A) \$250,000 for Case Professionals retained by the Debtors (the "Debtors' Professional Carve Out Limit") and (B) \$50,000 for Case Professionals retained by the Committee (the "Committee Professional Carve Out Limit"); plus (iii) fees payable pursuant to 28 U.S.C. § 1930(a), including U.S. Trustee fees and Clerk of Court fees; plus (iv) reasonable fees and expenses up to \$50,000 incurred by a chapter 7 trustee under Section 726(b) of the Bankruptcy Code. Within three (3) Business Days of delivery of a Carve Out Trigger Notice, the Debtors shall fund the outstanding Carve Out amount into the Professional Fee Escrow Account, first from cash on hand and then from proceeds of the DIP Facility. The DIP Agent shall be entitled to maintain an ABL Carve Out Reserve against the Borrowing Base in an amount not to exceed the Carve Out Limit.

Summary Of Material Terms	
	See Interim Order ¶ 31.
Use of Funds to Investigate Prepetition Liens <i>Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(L)</i>	Pursuant to the Interim Order, no portion of the Carve Out, DIP Collateral, or Prepetition Collateral (including Cash Collateral) may be used to investigate, initiate, or prosecute any claims or causes of action against the DIP Agent, the DIP Lenders, or the Prepetition Secured Creditors, or to challenge the validity, perfection, priority, or enforceability of the DIP Liens or the Prepetition Liens. Notwithstanding the foregoing, the Committee (if any) may use up to an aggregate of \$50,000 of DIP Loan proceeds and DIP Collateral (including Cash Collateral) to investigate (but not prosecute) the claims and liens of the Prepetition Secured Creditors and potential claims, counterclaims, causes of action, or defenses against any of the Prepetition Secured Creditors, prior to the Challenge Deadline. See Interim Order ¶ 32.
Liens on Avoidance Actions <i>Local Rule 4001-2(a)(i)(U)</i>	The DIP Collateral includes, subject to and effective upon entry of the Final Order, all claims and causes of action to avoid a transfer of property or an obligation incurred by the DIP Loan Parties pursuant to any applicable section of the Bankruptcy Code, including chapter 5 and section 724(a) of the Bankruptcy Code (collectively, the "Avoidance Actions"), and any proceeds thereof ("Avoidance Proceeds"). The DIP Superpriority Claims 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, Avoidance Proceeds. See Interim Order ¶ 6(a) (xvii).
Waiver or Modification of the Automatic Stay <i>Fed. R. Bankr. P. 4001(c)(1)(B)(iv)</i>	The automatic stay imposed under section 362(a) of the Bankruptcy Code is modified as necessary to effectuate the terms of the Interim Order, including 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 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 required under the Interim Order and the DIP Loan Documents. Upon the occurrence of a Termination Declaration Date, the automatic stay is further modified so that, following the expiration of the five (5) Business Day Remedies Notice Period (and the funding of the Carve Out), the DIP Agent and the applicable Prepetition Agents shall be entitled to exercise all rights and remedies under the DIP Loan Documents and the Prepetition Credit Documents, respectively, without further order of the Court. DIP Credit Agreement § 7.01.
Repayment Features <i>Local Rule 4001-2(a)(i)(I)</i>	All outstanding Revolving Loans, together with accrued and unpaid interest thereon, shall be due and payable on the Revolving Credit Maturity Date. If at any time the Total Revolving Credit Exposure exceeds the Line Cap (an "Overadvance"), the Borrowers shall promptly prepay the Obligations in an amount equal to such excess, applied first to repay and permanently reduce Pre-Petition Revolving Loans, second to repay Swingline Loans and Protective Advances, and third to the outstanding principal amount of the Revolving Loans. All proceeds of DIP Collateral received during a Cash Dominion Period shall be applied in accordance with the waterfall set forth in Section 2.17(b) of the DIP Credit Agreement, including first to pay Pre-Petition Revolving Loans in accordance with the Pre-Petition Credit Agreement.

Summary Of Material Terms	
	DIP Credit Agreement §§ 2.09, 2.10, 2.17(b).
Emergency Default Hearing <i>Local Rule 4001-2(a)(i)(T)</i>	Upon the occurrence of a Termination Declaration Date, the Debtors and all other parties-in-interest shall be entitled to seek an emergency hearing with the Court (a "Remedies Determination") during the five (5) Business Day Remedies Notice Period. If the Debtors seek an emergency hearing during the Remedies Notice Period but such hearing is scheduled by the Court for a later date (without any request by the Debtors for 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 Remedies Determination hearing; 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 the Interim Order or as otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to seek relief that would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Secured Creditors. See Interim Order ¶ 22(c).

BACKGROUND

A. General Background

15. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made, and no official committees have been appointed, in these Chapter 11 Cases.

16. Additional factual background regarding the Debtors, including their business operations, corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in detail in the First Day Declaration.

B. The Debtors' Prepetition Funded Debt Obligations

17. As of the Petition Date, the Debtors' funded debt consists primarily of obligations under (i) a senior secured asset-based revolving credit facility (the "Prepetition ABL Facility") pursuant to that certain ABL Credit Agreement, dated as of November 5, 2021 (as amended and in effect on the Petition Date, the "Prepetition ABL Credit Agreement"), and (ii) a senior secured

term loan credit facility pursuant to that certain Credit Agreement, dated as of November 5, 2021, (as amended and in effect on the Petition Date, the “Prepetition Term Loan Facility” and, together with the Prepetition ABL Facility, the “Prepetition Loan Facilities”), each more fully described below. The agents and lenders under the Prepetition Loan Facilities are referred to herein as the “Prepetition Secured Creditors.”

18. **Prepetition ABL Facility.** The Prepetition ABL Facility is governed by the Prepetition ABL Credit Agreement, entered into by and among the Borrower, BFG Purchaser Parent, Inc., as Holdings, the other U.S. borrowers and Canadian borrowers from time to time party thereto, the subsidiaries of the Borrower from time to time party thereto as guarantors, the financial institutions from time to time party thereto as lenders, and ACF FinCo I LP, as Administrative Agent, Collateral Agent, and Lead Arranger (the “Prepetition ABL Agent”).

19. The Prepetition ABL Facility serves as the Debtors’ principal source of seasonal working-capital financing. Because the Debtors must build inventory well in advance of the spring selling season, borrowings under the revolving facility historically increased during periods of inventory accumulation and declined as seasonal receivables were collected. This revolving borrowing cycle has long been central to the Debtors’ operating model.

20. As of August 18, 2026, approximately \$43,079,675.97 million in Prepetition Revolving Loans remained outstanding under the Revolving Credit Facility, plus other Obligations under the Prepetition ABL Credit Agreement, which has an aggregate commitment of approximately \$120 million. The facility is secured by substantially all of the Debtors’ assets⁴ and contains financial and operational provisions designed to protect lender collateral, including cash

⁴ Priority of Collateral as between the Prepetition Term Loan Facility and the Prepetition ABL Facility is described below in paragraph 2126 hereof titled “Intercreditor Agreement.”

dominion provisions that become operative if the Debtors' unrestricted cash falls below specified thresholds. The Prepetition ABL Facility matures on December 31, 2028.

21. **Prepetition Term Loan Facility.** In addition to the Prepetition ABL Facility, certain of the Debtors are borrowers and/or guarantors under the Prepetition Term Loan Facility, which is governed by the Credit Agreement, dated as of November 5, 2021 (as amended, the "Prepetition Term Loan Credit Agreement"), entered into by and among Borrower, Holdings, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto, and Ares Capital Corporation, as Administrative Agent and Collateral Agent (the "Prepetition Term Loan Agent").

22. The Prepetition Term Loan Facility matures on December 31, 2029 and is secured by substantially all assets of the Company.⁵

23. The Prepetition Term Loan Facility originally provided approximately \$210 million of acquisition financing through an initial term loan and a delayed draw facility. In light of the Debtors' developing liquidity challenges, the parties amended both the Prepetition ABL Facility and the Prepetition Term Loan Facility in November 2025 (together, the "November 2025 Amendments"). Among other things, the November 2025 Amendments provided the additional borrowing capacity through a new term loan with a principal amount of \$45 million and a delayed draw term loan facility with commitments of \$15 million, and extended the maturities of the existing instruments. In connection with the November 2025 Amendments, the existing term loans were exchanged, on a cashless basis, into two new classes of term loans: "Term Loans A" (as defined in the prepetition Term Loan Credit Agreement) in an aggregate principal amount of \$32,500,000, and "Term Loans B" (as defined in the prepetition Term Loan Credit Agreement) in

⁵ Priority of Collateral as between the Prepetition Term Loan Facility and the Prepetition ABL Facility is described below in paragraph 2126 hereof titled "Intercreditor Agreement."

an aggregate principal amount of \$178,449,679.50. Accrued but unpaid interest of \$8,199,679.50 through the Fourth Amendment Effective Date (as defined therein) was paid in kind by being added to the principal of the exchanged term loans immediately prior to the exchange.

24. In addition, as part of the November 2025 Amendments, the parties also modified the interest payment mechanics applicable to the Prepetition Term Loan Facility. As amended, interest accruing on the Prepetition Term Loan Facility is paid in kind (unless the Debtors affirmatively elect to pay cash interest), a feature that provided the Debtors helpful relief by reducing near-term cash interest obligations. When interest is paid in kind, an additional 3.00% per annum PIK premium is added to the applicable interest rate, further increasing the rate at which the outstanding principal balance grows.

25. As of the Petition Date, the obligors under the Prepetition Term Loan Facility were obligated to the lenders thereto in the aggregate outstanding principal amount of not less than \$299,456,012.99, consisting of Term Loans A in the aggregate outstanding principal amount of not less than \$137,608,289.31 and Term Loans B in the aggregate outstanding principal amount of not less than \$161,847,723.68.

26. **Intercreditor Agreement.** The Debtors are party to an Intercreditor Agreement, dated as of November 5, 2021 (as amended by the First Amendment dated January 12, 2024 and the Second Amendment dated November 10, 2025, the “Intercreditor Agreement”), by and among the Prepetition ABL Agent, and the Prepetition Term Loan Agent. The Intercreditor Agreement governs the relative lien priorities and enforcement rights of the Prepetition Secured Creditors with respect to the Debtors’ assets, which are divided into two categories: (i) “ABL Priority Collateral,” consisting primarily of accounts receivable, inventory, cash, deposit accounts, and related general intangibles (the “Prepetition ABL Priority Collateral”), and (ii) “Term Loan Priority Collateral,”

consisting of all other common collateral, including real estate, equipment, equity interests, and intellectual property (the “Prepetition Term Loan Priority Collateral”). The Prepetition ABL Agent holds a first-priority lien on Prepetition ABL Priority Collateral, while the Prepetition Term Loan Agent holds a first-priority lien on Prepetition Term Loan Priority Collateral, with each agent holding a second priority lien on the other’s priority collateral.

27. The DIP Facility proposed herein is structured to be consistent with the Intercreditor Agreement. Pursuant to Section 5.2(a) of the Intercreditor Agreement, the Prepetition Term Loan Secured Parties are deemed to have consented to the DIP Facility, subject to certain conditions that are met by the proposed DIP Facility. The DIP Liens will prime the existing Prepetition ABL Liens on the Prepetition ABL Priority Collateral. 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; *provided, however*, that the Prepetition Term Loan Liens shall in all cases be subject and subordinate to the Carve Out and the Prepetition Permitted Liens, in each case as and to the extent set forth in the DIP Orders (including the Lien Priority Annex).

C. The Debtors’ Need for Debtor-in-Possession Financing and Use of Cash Collateral

28. The Debtors require access to the DIP Facility and authority to use Cash Collateral to ensure they have sufficient liquidity to operate their businesses and administer their estates during the Chapter 11 Cases. Access to the DIP Facility will provide the Debtors with immediate access to liquidity and to the Cash Collateral, which will (a) provide the Debtors with critical working capital for their businesses; (b) fund other general corporate purposes; (c) fund the payments authorized by the Court pursuant to the “first-day motions” filed contemporaneously with the Motion; (d) satisfy administrative costs and expenses incurred in the Chapter 11 Cases; and (e) permit the Debtors the runway necessary to maximize value through three complementary

and concurrent workstreams: (i) a court-supervised going-concern marketing and sale process; (ii) an orderly monetization of inventory, receivables, and other assets; and (iii) a real estate disposition program.

29. The Debtors have insufficient cash to fund their operations during the Chapter 11 Cases. Absent authority to enter into and access the DIP Facility, even for a limited period of time, the Debtors will be unable to continue operating their businesses, pursue the foregoing concurrent workstreams, or administer the Chapter 11 Cases. Thus, denial of the authority sought by this Motion would result in immediate and irreparable harm to the Debtors' estates.

30. Immediate access to the DIP Facility is essential so the Debtors can assure their continuing employees, vendors, and other interested parties that they have sufficient capital to continue operating during the pendency of these Chapter 11 Cases. Even with access to Cash Collateral, the Debtors do not believe it would be prudent, or even possible, to administer these Chapter 11 Cases solely on a "cash collateral" basis.

31. The DIP Facility, together with the relief in the Interim Order and the Final Order, will permit the Debtors to consensually use the Prepetition ABL Secured Parties' Cash Collateral (as defined in the Interim Order), which is a critical element of the Debtors' decision to enter into the DIP Facility. As explained above, absent the consent of the Prepetition ABL Parties, there would have likely been a dispute on the first day of these Chapter 11 Cases regarding the use of Cash Collateral. These issues would likely have been litigated on the first day of these Chapter 11 Cases and, had the Debtors not prevailed, could have caused a significant and value-destructive disruption to the Debtors' ability to operate in chapter 11 and administer these Chapter 11 Cases. Instead, the DIP Facility resolves these issues by providing for consensual use of Cash Collateral,

which, in turn, allows the Debtors to preserve the going-concern value of the estate for the benefit of all stakeholders.

32. The Debtors have worked closely with their advisors to evaluate their cash requirements for their businesses. As part of such evaluation, the Debtors and their advisors reviewed and analyzed the Debtors' near-term weekly and long-term cash flow forecasts and prepared the Approved Budget. These forecasts take into account anticipated disbursements during the projected periods and consider a number of factors, including, but not limited to, the effect of the chapter 11 filing on the operations of the business, fees and interest associated with postpetition financing, professional fees, and vendor obligations, as well as the operational performance of the Debtors' business and the costs associated with conducting the three concurrent workstreams described herein, namely, a going-concern marketing and sale process, an orderly monetization of inventory, receivables, and other assets, and a real estate disposition program. The Debtors believe that the Approved Budget provides an accurate reflection of the Debtors' funding requirements over the identified period and is reasonable and appropriate under the circumstances.

D. Alternative Sources of Financing are Not Available on Better Terms

33. The Debtors believe that the DIP Facility represents the best option currently available to the Debtors under the circumstances for financing, based on a financing process that revealed no viable alternatives. DIP Decl. ¶ 14. As stated in the DIP Declaration, SSG Advisors, LLC ("SSG"), the Debtors' proposed investment banker, conducted a marketing process to determine the availability of third-party financing sources that were willing to provide financing to the Debtors in their current financial situation. Id. ¶ 7. In consultation with the Debtors and their advisors, SSG developed a list of parties that could be interested in providing financing to the Debtors to fund these Chapter 11 Cases. Id. ¶ 8. Because substantially all of the Debtors' assets are encumbered and subject to validly perfected first priority liens, the strategy to obtain the best

source of financing from the market was reflective of the practical realities of the Debtors' existing circumstances. *Id.* SSG solicited interest from no less than 14 third-party institutions that routinely provide debtor-in-possession financing. *Id.* ¶ 7. SSG inquired whether any of these parties would be willing to extend financing to the Debtors on an unsecured or junior priority (or even priming) basis. *Id.*

34. Ultimately, no third party that the Debtors communicated with as part of the marketing process, and no other party that the Debtors are aware of, was willing to provide postpetition financing to the Debtors on an unsecured, junior lien, or even priming basis. *Id.* at 8. No party contacted, other than the DIP Lenders, was willing to provide postpetition financing. *Id.*

35. After extensive, arm's-length negotiations with the Prepetition Secured Creditors and the DIP Lenders, the Debtors were able to secure the proposed DIP Facility. The DIP Facility is critical to the Debtors' ability to pay the administrative costs of these Chapter 11 Cases and should provide the Debtors with sufficient liquidity to operate their business. The DIP Facility provides the Debtors with the runway necessary to maintain relationships with key suppliers and vendors during the pendency of these Chapter 11 Cases, thereby preserving value to pursue a value-maximizing pathway for the benefit of all stakeholders.

36. Based on the financing process described above, there are no alternative sources of financing reasonably available to the Debtors and no alternative sources of financing currently available under the circumstances on both better and executable terms than those being provided by the DIP Facility. DIP Decl. ¶ 9. Accordingly, the DIP Facility is reasonable and appropriate under the circumstances and is the Debtors' best option currently available under the circumstances. *Id.*

37. For all the reasons set forth herein, the DIP Facility is in the best interests of the Debtors' estates, and the Debtors respectfully request that the Court approve the DIP Facility on the terms and conditions described herein.

BASIS FOR RELIEF REQUESTED

I. The Debtors Should Be Authorized to Obtain Secured, Superpriority DIP Financing

A. Entry into the DIP Facility Is an Exercise of the Debtors' Sound Business Judgment

38. The Court should authorize the Debtors, as a sound exercise of their business judgment, to enter into the DIP Facility. Section 364 of the Bankruptcy Code authorizes the Debtors to obtain secured or superpriority postpetition financing. As long as an agreement to obtain secured credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts grant debtors considerable deference to debtors' sound business judgment in obtaining such credit. *See, e.g., In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Barbara K. Enters., Inc.*, Case No. 08-11474, 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (explaining that courts defer to a debtor's business judgment "so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to one party in interest."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 [of the Bankruptcy Code] is to be utilized on grounds that permit [a debtor's] reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much

to benefit the estate as it is to benefit a party-in-interest.”); *In re Farmland Indus., Inc.*, 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003) (noting that approval of postpetition financing requires, inter alia, an exercise of “sound and reasonable business judgment.”).

39. To determine whether the business judgment standard is met, the Court need only “examine whether a reasonable business person would make a similar decision under similar circumstances.” *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor’s business decision when that decision involves “a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor’s] authority under the [Bankruptcy] Code”). To determine whether the business judgment test is met, “the court ‘is required to examine whether a reasonable business person would make a similar decision under similar circumstances.’” *In re Dura Auto. Sys. Inc.*, Case No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (citation omitted). The Court should evaluate the soundness of a debtor’s business judgment, “in context, and considering the relative circumstances of the parties.” *Farmland Indus.*, 294 B.R. at 886 (“Viewed in isolation, several of the terms of the [postpetition financing] might appear to be extreme or even unreasonable. Certainly, many of them favor the DIP Lenders. But, taken in context, and considering the relative circumstances of the parties, the Court does not believe that the terms are unreasonable.”).

40. Here, as described in the First Day Declaration and the DIP Declaration, the Debtors’ determination to enter into the DIP Facility was a business decision guided by the Debtors’ financial and restructuring needs. Specifically, the Debtors and their advisors determined that the Debtors will require additional liquidity to maintain operational continuity while the Debtors pursue a value-maximizing transaction. The ability to pursue concurrent workstreams—

including a going-concern marketing and sale process, an orderly monetization of inventory, receivables, and other assets, and a real estate disposition program—on the Petition Date strongly weighed in favor of the Debtors’ decision to enter into the DIP Facility. To maximize value for these Debtors’ estates, maintaining positive ordinary course relations with its employees and vendors is crucial.

41. The Debtors’ advisors attempted to find other parties that would be willing to provide financing on more favorable terms. After finding none, the Debtors ultimately selected the DIP Lenders’ proposal as the best available option.

42. Accordingly, the Debtors submit that entry into the DIP Facility is in the best interests of the Debtors and their estates, is necessary to preserve the value of estate assets, and is an exercise of the Debtors’ sound and reasonable business judgment.

B. The Debtors Should Be Authorized to Obtain Postpetition Financing on a Secured and Superpriority Basis

43. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing under certain circumstances. Specifically, section 364(c) of the Bankruptcy Code provides that:

If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt:

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title; [or]

(2) secured by a lien on property of the estate that is not otherwise subject to a lien;

(3) secured by a junior lien on property of the estate that is subject to a lien[.]

11 U.S.C. § 364(c).

44. To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate “by a good faith effort that credit was not available” to the debtor on an unsecured or administrative expense basis. *Bray v. Shenandoah Fed. Savs. & Loan Ass’n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) (“The statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable.”); *see also Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp.*, 266 B.R. 575, 584 (S.D.N.Y. 2001) (superpriority administrative expenses authorized where debtor could not obtain credit as an administrative expense). When few lenders are likely to be able and willing to extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d sub nom., Anchor Savs. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n. 4 (N.D. Ga. 1989); *see also Ames Dep’t Stores*, 115 B.R. at 40 (approving financing facility and holding that the debtor made reasonable efforts to satisfy the standards of section 364(c) where it approached four lending institutions, was rejected by two, and selected the most favorable of the two offers it received).

45. The Debtors satisfy the standard. Despite efforts to obtain DIP financing proposals from third parties outside the capital structure, the Debtors were unable to obtain any competing financing proposals on any terms. In this process, SSG contacted a number of third-party financial institutions in an effort to procure DIP financing. After reviewing their options, the Debtors determined the DIP Lenders’ proposal was the best option currently available under the circumstances to the Debtors and that that could not obtain postpetition financing without granting the liens and claims in the priorities set forth in the Interim DIP Order and the DIP Loan Documents and described herein.

46. Absent the DIP Facility, which will provide sufficient liquidity to administer these Chapter 11 Cases, the value of the Debtors' estates would be significantly impaired to the detriment of all stakeholders. Given the Debtors' circumstances, the Debtors believe that the terms of the DIP Facility, including the DIP Roll-Up Loan and other economic provisions of the DIP Facility, as set forth in the DIP Credit Agreement, are reasonable under the circumstances. For these reasons, the Debtors have met the standard for obtaining postpetition financing under section 364 of the Bankruptcy Code.

C. The DIP Facility Provides for Consensual Priming

47. Courts may authorize a debtor to obtain postpetition credit secured by a lien that is senior or equal in priority to existing liens on the encumbered property, without the consent of existing lien holders if the debtor cannot otherwise obtain such credit and the interests of existing lien holders are adequately protected. See 11 U.S.C. § 364(d)(1). Specifically, section 364(d)(1) of the Bankruptcy Code provides:

(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if:

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1).

48. When determining whether to authorize a debtor to obtain credit secured by senior liens as authorized by section 364(d) of the Bankruptcy Code, courts focus on whether the transaction will enhance the value of the debtor's assets. Courts consider a number of factors, including:

- whether the party subject to a priming lien has consented to such treatment;
- whether alternative financing is available on any other basis (*i.e.*, whether any better offers, bids, or timely proposals are before the court);
- whether the proposed financing is necessary to preserve estate assets and is necessary, essential and appropriate for continued operation of the debtors' businesses;
- whether the terms of the proposed financing are reasonable and adequate given the circumstances of both the debtors and proposed lender(s); and
- whether the proposed financing agreement was negotiated in good faith and at arms'-length and entry therein is an exercise of sound and reasonable business judgment and in the best interest of the debtor's estate and its creditors.

See, e.g., Ames Dep't Stores, 115 B.R. at 37–39; *Bland v. Farmworker Creditors*, 308 B.R. 109, 113-14 (S.D. Ga. 2003); *Farmland Indus.*, 294 B.R. at 862–79; *In re Lyondell Chem. Co.*, Case No. 09-10023 (Bankr. S.D.N.Y. March 5, 2009); *Barbara K. Enters.*, 2008 WL 2439649 at *10.

Here, each of the Prepetition Secured Creditors whose liens will be primed has consented or is deemed to have consented to the priming of its respective liens on the terms described herein and set forth in the proposed Interim Order. Therefore, the relief requested pursuant to section 364(d)(1) of the Bankruptcy Code is appropriate.

D. The Liens Granted Under the DIP Facility Further Reflect a Sound Exercise of the Debtors' Business Judgment

49. The Debtors believe that, after extensive arm's-length negotiations with the DIP Lenders, the DIP Loan Documents reflect the most favorable terms on which the Debtors are currently able to obtain postpetition financing and that they could not obtain financing without granting the liens in the priority described herein. Accordingly, because the Debtors' judgment does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, the Court should grant the Debtors considerable deference in acting in accordance with its business judgment and approve the liens required by the DIP Facility. *See, e.g., In re Ames Dept. Stores, Inc.*, 115

B.R. at 40 (courts have discretion under Bankruptcy Code section 364 to permit debtors to exercise reasonable business judgment so long as (a) the terms of the financing agreement do not “leverage the bankruptcy process and powers” and (b) the financing agreement’s purpose is primarily to benefit the estate, and not a party in interest).

E. The Roll-Up Loan Is Necessary and Appropriate

50. As set forth herein, the DIP Roll-Up Loan contemplates repayment and refinancing of the Prepetition ABL Obligations outstanding as of the Petition Date pursuant to a “creeping roll-up” 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 upon the entry of the Final Order.

51. The DIP Lenders made it evident in their negotiations with the Debtors that the inclusion of the DIP Roll-Up Loan was a required part of any DIP Facility. DIP Decl. ¶ 10-11. Given the thorough negotiations with the DIP Lenders and the Debtors’ assessment, along with SSG, that they were unlikely to find better currently available alternatives given the circumstances, agreeing to the DIP Roll-Up Loan was a reasonable exercise of the Debtors’ business judgment. DIP Decl. ¶ 13. Moreover, the DIP Roll-Up Loan is subject to challenge until the Challenge Deadline and is, therefore, not prejudicial to the rights of creditors in these Chapter 11 Cases.

52. Courts in this jurisdiction have approved similar features in debtor-in-possession financing packages, including on an interim basis. *See, e.g., In re American Signature, Inc., et al.*, No. 25-12105 (JKS) (Bankr. D. Del. Jan 8, 2026 (authorizing a \$50 million DIP facility, including a \$39 million roll-up of prepetition secured obligations); *In re Synthego Corporation*, Case No. 25-10823 (MFW) (Bankr. D. Del. May 9, 2025) (interim order authorizing \$5 million new money

loans and \$10 million in roll-up loans); *In re Molecular Templates, Inc.*, Case No. 25-10739 (BLS) (Bankr. D. Del. April 28, 2025) (authorizing an approximately \$12 million DIP facility, including a \$9 million roll-up of the prepetition secured obligations); *In re Sientra, Inc.*, Case No. 24-10245 (JTD) (Bankr. D. Del. Feb. 14, 2024) (interim order authorizing \$22 million new money loans and \$35 million in roll-up loans); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. Jul. 31, 2023) (authorizing an approximately \$63 million DIP Facility, including an approximately \$43 million roll-up); *In re SiO2 Medical Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Apr. 26, 2023) (authorizing an approximately \$120 million DIP facility, including a \$60 million roll-up).

53. For the Debtors to obtain the benefits of the DIP Facility, the Debtors and the DIP Lenders agreed to the terms of the DIP Roll-Up Loan as incorporated into the DIP Facility. The DIP Lenders would not otherwise extend credit to the Debtors without such roll-up provisions. Accordingly, the proposed roll-up is an appropriate exercise of the Debtors' business judgment and should be approved.

II. The Debtors Should Be Authorized to Use Postpetition Collateral, Including Cash Collateral

54. Section 363 of the Bankruptcy Code governs the Debtors' use of Cash Collateral. Under section 363(c)(2), a debtor may not use cash collateral unless "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes the use, sale or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2).

55. Here, the Debtors seek authority to use the Cash Collateral pursuant to the Approved Budget and have sought approval of various forms of adequate protection in favor of the Prepetition ABL Agent, including adequate protection liens and superpriority claims to the extent of any diminution and reimbursement of fees, costs and expenses (including, but not limited to, reasonable professional fees incurred by the Prepetition ABL Lenders). Importantly, the DIP

Lenders and Prepetition ABL Secured Parties consent to the use of Cash Collateral on the terms set forth in the Interim Order and Final Order.

56. The Prepetition ABL Secured Parties' Cash Collateral will be used to sustain the Debtors' business operations, pursue concurrent value-maximizing workstreams—including a going-concern marketing and sale process and an orderly monetization of inventory, receivables, and other assets—and administer these Chapter 11 Cases. If the Debtors are unable to use such Cash Collateral, they will be unable to fund payroll obligations, procure goods and services from vendors or administer these Chapter 11 Cases, thereby dissipating value to the detriment of the Debtors' estates and stakeholders.

57. Accordingly, based upon the foregoing, the Debtors respectfully request that the Court authorize the Debtors' proposed use of Cash Collateral constituting Prepetition ABL Collateral to which the Prepetition ABL Secured Parties have consented and with respect to which the Prepetition ABL Secured Parties are adequately protected.

III. The DIP Lenders Should Be Deemed Good Faith Lenders

58. Section 364(e) of the Bankruptcy Code protects a good faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

59. Here, the DIP Loan Documents embody the best terms on which the Debtors could currently obtain DIP Financing under the circumstances. See DIP Decl. ¶ 14. All negotiations regarding the provision of the DIP Facility were conducted on an arm's-length basis. *Id.* The terms and conditions of the DIP Facility are reasonable, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being provided to any party to the DIP Facility other than as disclosed herein. Accordingly, the Court should find that the DIP Lenders are “good faith” lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

IV. The Scope of the Carve Out Is Necessary and Appropriate

60. The DIP Liens are subject to the Carve Out (as described above). Without the Carve Out, the Debtors and other parties-in-interest may be deprived of certain rights and powers because the services for which professionals may be paid in these Chapter 11 Cases would be restricted. See *In re Ames Dep't Stores, Inc.*, 115 B.R. at 40 (observing that courts insist on carve outs for professionals representing parties-in-interest because “[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced”); *In re Molycorp, Inc.*, 562 B.R. 67, 76 n. 39 (Bankr. D. Del. 2017) (“as a practical matter, the secured creditor usually agrees to the carve-out because otherwise nobody will represent the debtor or the committee and the case will fall apart, further diminishing the overall value of the secured creditor's collateral”). The Carve Out does not directly or indirectly deprive the Debtors’ estate or other parties-in-interest of possible rights and powers. Additionally, the Carve Out ensures that assets will be available for the payment of fees of the Clerk of the Bankruptcy Court or the Office of the United States Trustee for the District of Delaware and professional fees of the Debtors and

an unsecured creditors committee, if one is appointed. Accordingly, the Carve Out is necessary and appropriate, and should be approved.

V. Modification of the Automatic Stay

61. By this Motion, the Debtors are requesting modification of the automatic stay (to the extent applicable) as necessary to, inter alia, (a) implement the terms of the Interim Order; (b) permit the Debtors to grant the security interests and liens described above and to perform such acts as may be requested to assure the perfection and priority of such security interests and liens; and (c) permit the DIP Lenders to exercise certain remedies upon the occurrence of an event of default under the DIP Loan Documents—subject to the Remedies Notice Period set forth in the Interim Order. The Debtors believe that these provisions are required for the Debtors to obtain the DIP Facility and use Cash Collateral as provided in the Interim Order.

62. Stay modification provisions of this kind are ordinary and standard terms of postpetition use of collateral by debtors-in-possession, and, in the Debtors' business judgment, are reasonable and necessary under the present circumstances. *See, e.g., In re Freedom Forever LLC*, Case No. 26-10522 (BLS) (Bankr. D. Del. June 1, 2026) (modifying the automatic stay as necessary to effectuate the terms of the DIP order); *In re Impac Mortgage Holdings, Inc.*, Case No. 26-10593 (CTG) (Bankr. D. Del. May 20, 2026) (modifying automatic stay as necessary to effectuate the terms of the DIP order and following occurrence of an event of default); *In re Avenger Flight Group, LLC*, Case No. 26-10183-MFW (Bankr. D. Del. Mar. 11, 2026) (same); *In re SiO2 Medical Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Apr. 26, 2023) (same); *In re*

Enjoy Tech., Inc., Case No. 22-10580 (JKS) (Bankr. D. Del. July 26, 2022) (terminating automatic stay after occurrence of event of default and applicable notice).⁶

63. Accordingly, the Debtors respectfully request that the Court authorize the modification of the automatic stay in accordance with the terms set forth in the DIP Orders.

VI. Interim Approval of the DIP Facility

64. Bankruptcy Rules 4001(b) and (c) provide that a final hearing on a motion to use cash collateral pursuant to Bankruptcy Code section 363 or to obtain credit under Bankruptcy Code section 364 be commenced no earlier than 14 days after the service of such motion. Upon request, however, a court is empowered to conduct a preliminary expedited hearing on the motion and to authorize the use of cash collateral and the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate.

65. As described above and in the First Day Declaration, denial of immediate use of Cash Collateral and access to the DIP Facility will cause immediate and irreparable harm to the value of Debtors to the detriment of its creditors and other stakeholders. See First Day Decl. ¶ 71.

66. Accordingly, the Debtors respectfully request that the Court conduct a preliminary hearing on the Motion and authorize the Debtors from the entry of the Interim Order until the Final Hearing to use Cash Collateral and obtain credit under the terms of the DIP Credit Agreement.

VII. Request for a Final Hearing

67. Pursuant to Bankruptcy Rules 4001(b)(2), the Debtors request that the Court set a date for the Final Hearing that is no later than twenty-eight (28) days after the entry of the Interim Order and fix the date and time prior to the Final Hearing for parties to file objections to the relief

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

requested by this Motion. The Debtors also requests authority to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, if any, to entry of the Final Order, by first class mail upon the notice parties listed below, and further requests that the Court deem service thereof sufficient notice of the hearing on the Final Order under Bankruptcy Rule 4001(c)(2).

**IMMEDIATE RELIEF IS NECESSARY TO
AVOID IMMEDIATE AND IRREPARABLE HARM**

68. Bankruptcy Rule 6003 provides that the relief requested in this Motion may be granted if the “relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. The Third Circuit has interpreted the language “immediate and irreparable harm” in the context of preliminary injunctions. In that context, the court has instructed that irreparable harm is a continuing harm which cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation. *See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh*, 235 Fed. App’x 907, 910 (3d Cir. 2007) (citing *Glasco v. Hills*, 558 F.2d 179, 181 (3d Cir. 1977)). Furthermore, the harm must be shown to be actual and imminent, not speculative or unsubstantiated. *See, e.g., Acierno v. New Castle County*, 40 F.3d 645, 653-55 (3d Cir. 1994). The Debtors submit that for the reasons set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and, accordingly, should be granted on an interim basis.

WAIVER OF NOTICE AND STAY UNDER BANKRUPTCY RULE 6004

69. To the extent that Bankruptcy Rule 6004(a) applies, the Debtors respectfully request a waiver of such notice requirement in order to implement the foregoing requested relief.

70. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than

cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their businesses without interruption and to preserve value for their estate. Accordingly, the Debtors respectfully request that the Court waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

71. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the Prepetition DIP Agent and ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors’ consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking “first day” relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order, and following notice and the opportunity of parties-in-interest to be heard, the Final Order, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: August 19, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

**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 [____], 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 [____], 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 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, financial advisors, consultants,

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

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 cancellation, 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 (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, 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 prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the 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 (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 Challenge⁸ (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 (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 party in interest seeks

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.

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, and the Debtors shall not seek or consent to, directly or indirectly: (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 [_____], 2026, at [] [a.m./p.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 [____], 2026, at [] [a.m./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.leafy@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.

Exhibit 1**Lien Priority Annex⁹**

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 DIP Superpriority Claim	Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)
Adequate Protection Liens (for Prepetition ABL Secured Parties) Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties)	Prepetition Term Loan Liens Prepetition Term Loan Obligations
Prepetition ABL Liens Prepetition ABL Obligations	DIP Liens DIP Superpriority Claim
Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)	Adequate Protection Liens (for Prepetition ABL Secured Parties) 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.

Prepetition Term Loan Liens Prepetition Term Loan Obligations	Prepetition ABL Liens 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

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Exhibit J – Form of Prepayment Notice

Exhibit K – Form of Intercompany Note

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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 delegatee) 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 Candéal 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 (5th) 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)(1) 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 Indemnities taken as a whole and (z) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use 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 unmaturing. 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 or of other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by 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 or of other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.12).

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.

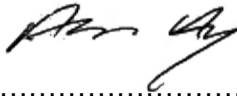
(iv) On or before October 15, 2026 (*i.e.*, 58 days after the Petition Date), the Court shall have entered one or more orders approving the Sale (each, a “**Sale Order**”).

(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.

This is Exhibit "C" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Joint Administration Requested)

Re: Docket No. 17

**NOTICE OF FILING OF REVISED INTERIM ORDER FOR MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS 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**

PLEASE TAKE NOTICE that, on August 19, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders 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*

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.

Creditors, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 17] (the “DIP Motion”).

1. The Debtors revised the proposed interim order approving the DIP Motion (the “Proposed Order”) to address the informal comments received from the U.S. Trustee and the parties agreed to a revised Proposed Order, a copy of which is attached hereto as **Exhibit A** (the “Revised Proposed Order”).

2. A redline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

Dated: August 20, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
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snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (*pro hac vice* pending)
Sarah A. Carnes (*pro hac vice* pending)
Michael A. Solimani (*pro hac vice* pending)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Revised Proposed Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Joint Administration Requested)

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 cancellation, 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 Challenge⁸ (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.leafy@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.

Exhibit 1**Lien Priority Annex⁹**

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 DIP Superpriority Claim	Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)
Adequate Protection Liens (for Prepetition ABL Secured Parties) Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties)	Prepetition Term Loan Liens Prepetition Term Loan Obligations
Prepetition ABL Liens Prepetition ABL Obligations	DIP Liens DIP Superpriority Claim
Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)	Adequate Protection Liens (for Prepetition ABL Secured Parties) 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.

Prepetition Term Loan Liens Prepetition Term Loan Obligations	Prepetition ABL Liens 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

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Exhibit J – Form of Prepayment Notice

Exhibit K – Form of Intercompany Note

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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 delegatee) 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 Candéal 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 (5th) 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)(1) 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 Indemnities taken as a whole and (z) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use 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 unmaturing. 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 or of other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by 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 or of other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.12).

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.

Exhibit B

Redline

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (~~—~~CTG)

(Joint Administration Requested)

[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 [REDACTED] 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 [REDACTED] August 20, 2026, this Court entered an order directing joint administration of the Chapter 11 Cases.

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.

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 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 cancellation, 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 ~~prior to the expiration of the Remedies Notice Period~~, after the Remedies Notice Period, the Debtors shall waive their right to ~~and shall not be entitled to~~ seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the 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 Challenge⁸ (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, ~~and the Debtors shall not seek or consent to, directly or indirectly~~: (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~~ 10:00 ~~a.m./p.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 ~~10:00~~ 10:00 ~~a.m./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.leafy@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.

This is Exhibit "D" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**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**

By this motion (the “Motion”), the above-captioned debtors and debtors in possession (the “Debtors”) seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** (the “Interim Order”) and **Exhibit B** (the “Final Order,” and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105(a), 363, 365, and 554 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6003, 6004, and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”): (a) authorizing the Debtors to assume the Consulting Agreement dated as of July 28, 2026, by and among SB360 Capital Partners, LLC and Tiger Capital Group, LLC (collectively, the “Consultant”), on the one hand, and Debtor BFG Supply Co., LLC (on behalf of itself and its Debtor affiliates) on the other, a copy of which is attached hereto as **Exhibit C** (as amended, modified, or restated as of the date hereof, and together

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.

with all exhibits thereto, the “Consulting Agreement”); (b) authorizing the Debtors to continue to conduct (i) the sale of on-hand and in transit inventory (the “Inventory”) at the locations, including warehouses and distribution centers listed on Exhibit A to the Consulting Agreement (collectively, the “Facilities”), (ii) the sale of machinery, equipment, and fixtures at the Facilities (the “Fixed Assets”) and (iii) the collection or sale of accounts receivable (the “Receivables,” and together with the Inventory and the Fixed Assets, the “Assets”), with such sales (collectively, the “Sales”) to be free and clear of all liens, claims, encumbrances, and interests, including the DIP Liens and Prepetition Liens (collectively, “Encumbrances”) and such Encumbrances, to the extent validly existing and perfected, attaching to the net proceeds thereof according to the priorities set forth in the DIP Order (as defined below) and any orders granted in the recognition proceeding pending before the Ontario Superior Court of Justice (Commercial List) (the “Recognition Proceedings”); and (c) granting certain related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Adam Zalev in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed with the Court concurrently herewith.² In further support of this Motion, the Debtors, by and through their undersigned proposed counsel, respectfully represent:

Jurisdiction And Venue

1. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b), and pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration and the DIP Motion (as defined in the First Day Declaration), as applicable.

(the “Local Rules”), the Debtors confirm their consent to the entry of a final order or judgment by this Court with respect to this Motion to the extent it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007 and Local Rules 2002-1 and 9013-1.

General Background

4. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

5. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

Facts Relevant To This Motion

A. Engagement of the Consultant and the Sales of Assets

7. Prior to the Petition Date, Debtor BFG Supply Co., LLC's board of managers, in consultation with the Debtors' advisors, considered numerous potential ways to address the Debtors' debt and liquidity issues and maximize value for the Debtors' various stakeholders. As set out in the First Day Declaration, in the absence of any viable out-of-court alternative, the Debtors have engaged the Consultant to, among other things, provide strategic advisory services related to preserving asset value and maximizing operational performance, and commence an orderly liquidation of the Assets, while the Debtors and their investment banker dual-track a marketing process for a going concern sale of all or a portion of the Debtors' businesses in an effort to maximize value for all stakeholders. The proceeds of the sale of the Assets, net of the Consultant Payment Obligations (defined below) will be remitted to the DIP Agent (for the benefit of the DIP Lenders) and applicable Prepetition Agent (for the benefit of the applicable Prepetition Secured Creditors) for application to the DIP Obligations and Prepetition Secured Obligations in accordance with the terms of the DIP Order and the Lien Priority Annex set forth therein.

8. After receiving and evaluating proposals from two other asset advisory firms, the Debtors retained the Consultant, pursuant to the terms of the Consulting Agreement (the material terms of which are set forth below), to oversee and implement the immediate liquidation Sales of the Debtors' Assets, which began on August 3, 2026. The relief sought in this Motion will permit the Debtors to continue the Sales of the Debtors' Assets.

9. The Debtors negotiated the terms and conditions of the Consulting Agreement in good faith and at arm's length. By moving expediently and efficiently, the Debtors hope to minimize expenses and maximize overall recovery for their estates and creditors.

B. Consulting Agreement

10. The material terms of the Consulting Agreement³ are summarized in the table below:

TERM	CONSULTING AGREEMENT
Services Provided by the Consultant	<u>Advisory Services</u> Consultant will perform the following services (collectively, the “<u>Advisory Services</u>”): • Furnish a dedicated team who will identify and evaluate going concern and asset disposition alternatives, including business, division, and facility sale opportunities; • Evaluate each division as an independent operating unit to identify profitability, operational performance, and optimization opportunities for the sale of the Assets; • Assist management in responding to lender, board, and stakeholder information requests related to the Services; • Review with the Company and its advisors strategies to preserve asset value during the Company’s current liquidity constraints, including identifying and protecting critical infrastructure and ensuring business continuity; • Develop a list of the Assets with the support of the Company; • Develop the Consultant Controlled Expense Budget; • Prepare for the disposition of the Assets; • Assess personnel budget requirements including proposing a Key Employee Incentive Bonus Plan, if applicable; and • Perform any other services in connection with the performance of the Services reasonably requested by the Company. <u>Inventory Services</u> Consultant will perform the following services (collectively, the “<u>Inventory Services</u>”): • Advise with respect to appropriate pricing and discounting of Inventory to maximize the sale proceeds; • Market the Inventory for sale at the Company’s direction and on their behalf, negotiate the terms of sales of the Inventory as a whole or in part and implement any such agreements reached with purchasers; • Oversee the liquidation and disposal of the Inventory in coordination with the Company; • Coordinate with the Company accounting functions, including

³ Capitalized terms used in the summary of the Consulting Agreement, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Consulting Agreement. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects.

TERM	CONSULTING AGREEMENT
	evaluation of sales of Inventory by category, daily and weekly sales reporting, and monitoring of the sale expenses using the Company's IT systems; • Provide supervisors ("<u>Supervisors</u>") to assist with the marketing and sale of the Inventory and at the Company's request, source additional labor personnel to assist with the Company undertakings below; • Assist with the trucking and logistical planning for the transportation of the Inventory sold; and • Provide such other services as the Company and Consultant may agree in writing to carry out the Inventory Services. <u>Fixed Asset Services</u> Consultant shall perform the following services (collectively, the "<u>Fixed Asset Services</u>"): • Develop an advertising and marketing plan for the sale or auction of, or other disposition strategy for, the Fixed Assets; • Implement the advertising and marketing plan as deemed necessary by Consultant to maximize the net recovery on the Fixed Assets; • Prepare for the sale of the Fixed Assets, including gathering specifications and photographs for marketing materials; • Sell or auction the Fixed Assets for cash to the highest bidder "as is," "where is," and in accordance with the terms of the Consulting Agreement; • Charge and collect on behalf of Company from all purchasers any purchase price together with all applicable taxes in connection therewith; • Collect all proceeds on behalf of the Company; and • Submit reports to Company on a mutually agreed upon schedule. <u>Receivable Services</u> Consultant will perform the following services upon receiving written notice from the Company (collectively, the "<u>Receivable Services</u>"): • In consultation with Company, collect, service, settle, and otherwise resolve the Receivables on the Company's behalf and in otherwise compliance with applicable law; • Coordinate with the Company to negotiate terms with any customers with open account balances to resolve and settle any payment of Receivables; • In consultation with the Company, direct the obligors on the Receivables to make payment to Consultant, if or when necessary, including authority to: (a) Receive cash, drafts, checks, wire transfers, credit cards, and money orders on account or in satisfaction of the Receivables; and (b) Endorse and negotiate any of the foregoing received by

TERM	CONSULTING AGREEMENT
	Consultant, as the agent for the Company, if or when necessary. • If Company requests, identify and oversee third party collection attorneys to collect those Receivables Consultant is otherwise unable to collect; and • Prepare reports for the Company on the status of its Receivables including collection progress, information regarding problematic accounts and payment forecasts.
Sale Term	The Asset Sale Services commenced on or about August 3, 2026 (the “<u>Start Date</u>”) and shall end at a date to be determined as part of the Advisory Services (the “<u>Sale Termination Date</u>”). The period from the Start Date through the Sale Termination Date is the “<u>Sale Term</u>”.
Debtors’ Undertakings	During the Sale Term, the Company shall: • Employ Company employees needed to support the Services including providing labor and personnel to facilitate the sale of the Assets and the collection of the Receivables; provided, however, if it is necessary to source any additional labor personnel to perform such services, the Company shall be responsible for all costs and expenses incurred by Consultant to source and utilize such additional labor personnel. • Designate a primary point of contact with respect to the Services. • Pay all taxes, costs, rent, expenses, and utilities relating to the operation of the Facilities. • Remit any taxes collected from any sale during the Sale Term to the appropriate tax authorities. • Execute all agreements determined by Company and Consultant to be necessary or desirable for the conduct of the Services. • Provide all titles and execute same for transfer of the titled Assets to purchasers. • Ensure that Consultant, its Supervisors, employees, subcontractors, agents and representatives have access to current real-time information regarding asset availability, sales, and any other information or documentation necessary for Consultant’s performance of the Services. • Provide Consultant and its representatives with reasonable access to Company employees with knowledge of normal course business and the Company’s assets and instruct its employees and representatives to cooperate with Consultant. • Package Inventory for sale, accurately fulfill all sale orders of Inventory, including (without limitation) picking, sorting, and packing the Inventory according to each sale order, preparing packing slips and bills of lading, loading the Inventory onto

TERM	CONSULTING AGREEMENT
	purchasers' trucks, and shipping the Inventory according to each sale order, all at no cost or expense to Consultant, and otherwise cooperate with Consultant in connection with the sale of the Inventory. The Company shall provide (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities (including use of reasonably sized offices located at Company's central office facility to effect the Sale), (v) central administrative services and personnel to process and perform sales audit, banking, accounting, sale and expense reconciliation, invoicing orders, supplies, processing collections, fulfilling orders, customer service and other normal course administrative services customarily provided, and (vi) such other central office services reasonably necessary or appropriate to perform the Services.
Expenses of Consultant	The Company shall be responsible for all reasonable and documented expenses incurred during the course of the sale (including without limitation all Consultant Controlled Expenses in accordance with a budget to be agreed upon by the Company and Consultant) (collectively, the "<u>Consultant Expenses</u>") and, together with the Advisory Fee, Inventory Fee, Fixed Asset Commission, and Receivables Fee, the "<u>Consultant Payment Obligations</u>"). To control expenses Consultant will work within, and shall not exceed without approval of the Company, the expense budget, including the Consultant Controlled Expenses.⁴
Prepayment Retainer	Concurrently with the execution of the Consulting Agreement, the Company funded to Consultant a deposit of \$75,000 (the "<u>Prepayment</u>"), which shall be held by Consultant until the final reconciliation.
Compensation for the Consultant	<u>Advisory Fee</u> The Company paid to the Consultant a fee of \$50,000 (the "<u>Advisory Fee</u>") payable upon execution of the Consulting Agreement. The Advisory Fee represents compensation for the Advisory Services for up to 30 days beyond the engagement commencement (which began on August 3, 2026). To the extent the Advisory Services period extends beyond the initial 30 days, the Company shall pay the Consultant \$50,000 per month, due at the beginning of each

⁴ "Consultant Controlled Expenses" is defined in the Consulting Agreement as "(i) advertising expenses (including direct media costs and production costs); (ii) all Supervisor Costs including weekly fee, travel and deferred compensation; (iii) other reasonable, out of pocket costs of performing the Services including credit card fees, phone (for cc processing at auction and/or an orderly sale) and labor costs; (iv) legal fees including all third party costs and expenses (excluding outside collection attorney's fees and expenses for the collection of the Receivables which shall be additional) of collecting, servicing, settling, or otherwise resolving the Receivables, and corporate travel, if any, all in accordance with the Consultant Controlled Expense Budget; and (v) other mutually agreed upon expenses incurred in connection with performing the Services."

TERM	CONSULTING AGREEMENT
	subsequent 30-day period. Each subsequent Advisory Fee shall be earned in full when paid and shall be non-refundable. <u>Inventory Fee</u> - In consideration of its performance of the Inventory Services hereunder, Consultant shall be entitled to payment of a commission equal to four and one-half percent (4.5%) of Gross Proceeds⁵ generated from the sale of the Inventory commencing on the Start Date through the Sale Termination Date (the “<u>Inventory Fee</u>”). <u>Fixed Asset Commission</u> - In consideration of its performance of the Fixed Assets Services hereunder, Consultant shall be entitled to payment of a commission equal to fifteen percent (15.0%) of Gross Proceeds generated from the sale of the Fixed Assets (“<u>Fixed Asset Commission</u>”). <u>Receivables Fee</u> - In consideration of its performance of the Receivables Services, Consultant shall be entitled to payment of a fee in an amount equal to two and one-half percent (2.5%) of proceeds collected in connection with the Receivables (the “<u>Receivables Fee</u>”) commencing on the Start Date through the completion of the collections of the Receivables. - There shall be no Receivables Fee for sales of Inventory made pursuant to the Consulting Agreement.
Insurance; Risk of Loss	During the Sale Term: (a) Company shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Company’s ordinary course operations, and (b) each of Company and Consultant shall maintain (at each party’s respective expense) comprehensive general liability insurance in the minimum amount of at least \$1,000,000 each occurrence covering injuries to persons and property, \$2,000,000 in the aggregate, and umbrella coverage of at least \$5,000,000, and Consultant shall cause the Company to be named as an additional insured with respect to the Consultant policies. Company shall maintain statutory worker’s compensation, statutory disability and Employer’s Liability coverage of at least \$500,000 covering its own employees. Company and Consultant agree that Consultant shall not be deemed to be in possession or control of the assets or of Company’s employees and

⁵ “Gross Proceeds” is defined as “(i) all proceeds of sales of Assets derived from the Sale, in cash, and similar currencies, wires/ACH, nationally recognized bank credit cards, and personal checks and (ii) insurance proceeds related to fire, flood or other insurance covering the Assets in the event of a casualty event affecting the Asset during the sale.”

TERM	CONSULTING AGREEMENT
	Consultant does not assume any of Company's obligations or liabilities with respect thereto. Company and Consultant agree that Company shall bear all responsibility for product liability relating to the products sold under the Consulting Agreement, before, during and after the Sale Term.
Indemnification by the Debtors	Company shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "<u>Consultant Indemnified Parties</u>") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith; (ii) any claims by any party engaged by Company as an employee or independent contractor arising out of such engagement, provided such claim does not arise out of the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives; (iii) any consumer warranty or products liability claims relating to any Merchandise; (iv) the failure by Company to pay Sales Taxes related to the Sale; and/or (v) the negligence, willful misconduct or unlawful acts of Company, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, provided that Company shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act.
Indemnification by the Consultant	Consultant shall indemnify and hold Company and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "<u>Company Indemnified Parties</u>") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith; (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Company by Consultant, its affiliates or their respective officers, directors, employees, agents,

TERM	CONSULTING AGREEMENT
	independent contractors or representatives (including without limitation any supervisors); (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Company employee supervisor) arising out of such employment or engagement; (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, consultants, independent contractors or representatives, provided that Consultant shall not be obligated to indemnify any Company Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Company Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act; and (v) any personal injury, death or property damage caused by any employees or supervisors, contractors or representatives of Consultant.

Relief Requested

11. By this Motion, the Debtors seek the entry of the Proposed Orders, pursuant to sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007, (i) authorizing the assumption of the Consulting Agreement; (ii) authorizing the Sales, with such Sales to be free and clear of all Encumbrances; and (iii) granting related relief.

Basis for Relief Requested and Applicable Authority

A. Assumption of the Consulting Agreement (upon Entry of the Final Order) Is Warranted Under Section 365 of the Bankruptcy Code

12. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease.” 11 U.S.C. § 365(a). A debtor’s determination to assume or reject an executory contract is governed by the “business judgment” standard. *In re ANC Rental Corp., Inc.*, 277 B.R. 226, 238 (Bankr. D. Del. 2002) (“[T]o assume . . . an executory contract . . . the debtor must establish that the decision is one made in its sound business judgment.”) (citing *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)). In applying the “business judgment” standard, courts show substantial deference to the debtor’s decision to assume or reject. *See Summit Land Co. v. Allen (In re Summit Land Co.)*,

13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of debtor’s decision to assume or reject executory contract “should be granted as a matter of course”). “The business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). The business judgment rule applies in chapter 11 cases. *See id.* at 656 (“Delaware business judgment rule principles have ‘vitality by analogy’ in Chapter 11.”); *see also Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor’s management decisions.”).

13. Here, the Debtors have satisfied the “business judgment” standard and have a sound business reason for seeking to assume the Consulting Agreement and perform their obligations thereunder, which will include payment of the reimbursement expenses (whether prepetition or postpetition) and related obligations (whether prepetition or postpetition) arising under the Consulting Agreement, and continue the Sales, with the Consultant’s assistance in accordance with the terms of the Proposed Orders, as applicable. As described in the First Day Declaration, the Debtors filed the Chapter 11 Cases to simultaneously market the Debtors’ business for sale and solicit interest for the sale of all or substantially all of their assets on a going concern basis, and, in an effort to minimize administrative expenses and maximize recoveries for stakeholders, commence the Sales.

14. Assumption of the Consulting Agreement will allow the Debtors to engage the Consultant on a postpetition basis to assist in managing the Sales through various channels. The Consultant is experienced in facilitating value maximizing sale processes and will help the Debtors maximize their recovery on the Assets for the benefit of the Debtors' estates and their creditors. In addition, the Consultant will assist the Debtors to sell the Assets in a balanced way to ensure that all Assets are sold.

15. On the other hand, if the Debtors do not assume the Consulting Agreement and their obligations thereunder, the Debtors' estates may suffer significant and irreparable harm because the Debtors and their advisors would need to conduct the Sales without the expertise and relationships of the Consultant or to seek proposals from other advisors, duplicating efforts the Debtors already undertook prior to the Petition Date with no assurance of enhanced value to the estates. Ultimately, such disruption and delay would materially increase the Debtors' administrative expenses and overall losses, without any associated benefits of such delays to their estates. It is a requirement of the DIP Credit Agreement that the Sales commence, and there is an opportunity to cease the Sales in the event the going-concern sale process being conducted by SSG Advisors, LLC, as the Debtors' investment banker, yields a result acceptable to the Debtors' stakeholders.⁶

16. For the reasons stated above, the Debtors submit that they have exercised their reasonable business judgment in seeking to assume the Consulting Agreement and thereby engaging and enabling the Consultant to assist with the Sales. Accordingly, there is sufficient business justification for the assumption of the Consulting Agreement.

⁶ For the avoidance of doubt, asset sales outside the ordinary course in Canada will not commence until an order is granted in the Ontario Superior Court of Justice (Commercial List), to the extent necessary,

B. Liquidation of the Debtors' Assets Under Section 363 of the Bankruptcy Code Is Appropriate

17. The Bankruptcy Code authorizes the sale of the Debtors' Assets as contemplated by the Consulting Agreement under section 363(b). Section 363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

18. To approve the use, sale, or lease of property out of the ordinary course of business, the Court must find some articulated business justification for the proposed action. *See In re Abbotts Dairies of Pa. Inc.*, 788 F.2d 143, 145–47 (3d Cir. 1986) (implicitly adopting the articulated business justification and good faith tests of *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983)); *see also In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175–76 (D. Del. 1991) (concluding that the Third Circuit had adopted a "sound business purpose" test in *Abbotts Dairies*).

19. Generally, courts have applied four factors in determining whether a sale of a debtor's assets should be approved: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *See Lionel*, 722 F.2d at 1071 (setting forth the "sound business purpose" test); *Abbotts Dairies*, 788 F.2d at 145–57 (implicitly adopting the articulated business justification test and adding the "good faith" requirement); *Del. & Hudson Ry.*, 124 B.R. at 176 ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

20. This fundamental analysis does not change based on the nature of the proposed sale. *See, e.g., In re Ancor Expl. Co.*, 30 B.R. 802, 808 (Bankr. N.D. Okla. 1983) (“[T]he bankruptcy court should have wide latitude in approving even a private sale of all or substantially all of the estate assets not in the ordinary course of business under § 363(b).”). The bankruptcy court “has ample discretion to administer the estate, including authority to conduct public or private sales of estate property.” *In re WPRV-TV, Inc.*, 143 B.R. 315, 319 (D.P.R. 1991), *vacated on other grounds*, 165 B.R. 1 (D.P.R. 1992); *accord In re Canyon P’ship*, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985). Here, the proposed sale of the Assets under the terms of the Consulting Agreement meets all of these requirements and should be approved.

21. The Debtors have demonstrated ample business justification under the circumstances of the Chapter 11 Cases to proceed with the Sales under the Consulting Agreement. The Debtors require a swift and efficient process to minimize administrative expenses, orderly and efficiently liquidate their Assets, and maximize recoveries for the benefit of all stakeholders. The Consultant has significant experience conducting liquidation sales and will market and assist in the sale of the Debtors’ Assets in a way that quickly converts those Assets into cash. Additionally, the Debtors have negotiated the Consulting Agreement with the Consultant in good faith and at arm’s length.

22. Moreover, the Debtors’ customers will pay fair value in exchange for the Assets. The Debtors expect that some of the Assets will be sold at competitive prices through the channels used in the ordinary course of the Debtors’ business. The Debtors also expect that, given the immediate need for liquidity, some of the Assets will be marketed at a discount to other wholesale customers. The discounts are necessary to realize on the Inventory and monetize the Receivables

and will provide value in the form of immediate cash rather than incurring the increased expenses of slower sales at full or reduced discount prices.

23. Accordingly, the Debtors submit that they have met their burden under section 363(b)(1) of the Bankruptcy Code and request that the Sales be approved.

C. Sale of the Assets Free and Clear of Liens, Claims, and Encumbrances Is Authorized Under Section 363 of the Bankruptcy Code

24. A debtor in possession may sell property under section 363(b) and section 363(f) of the Bankruptcy Code “free and clear of any interest in such property of an entity other than the estate” if any one of the following conditions is satisfied:

- (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

25. Although the term “any interest” is not defined in the Bankruptcy Code, the Third Circuit has noted the trend in modern cases toward a “broader interpretation which includes other obligations that may flow from ownership of the property.” *Folger Adam Security, Inc. v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 258–59 (3d Cir. 2000). The scope of section 363(f) is not limited to *in rem* interests in a debtor’s assets. *Id.* (citing *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581–82 (4th Cir. 1996)).

26. The Debtors request approval to sell the Assets on a final “as is” basis, free and clear of any Encumbrances in accordance with section 363(f) of the Bankruptcy Code, with all such

Encumbrances to 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. The Prepetition Secured Creditors, who have a senior lien on the Assets, have consented to (and in fact require) the proposed Sales, which has been negotiated by the Debtors on the terms and conditions set forth in the Consulting Agreement, and, if necessary, the Debtors anticipate that they will be able to satisfy one or more conditions set forth in section 363(f) in order to overcome an objection if lodged by any other creditor or party in interest.

D. Waiver of Compliance with Liquidation Laws Is Authorized

27. Certain jurisdictions in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including (but not limited to) state and local laws, statutes, rules, regulations, and ordinances (the “Liquidation Sale Laws”). The Liquidation Sale Laws may establish licensing, permitting, or bonding requirements, waiting periods, time limits, and bulk sale restrictions and augmentation limitations that would otherwise apply to the Sale. Such requirements hamper the Debtors’ ability to maximize value in selling the Assets.

28. The Debtors respectfully request the authority to conduct the Sales without complying with Liquidation Sale Laws. Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sale, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. These restrictions would impair the value realizable through the Sales.

29. Courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Group, Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) (“Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code.”), *aff’d*, 112 F.3d 633 (3d Cir. 1997).

30. Courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety. *See Baker & Drake, Inc. v. Pub. Serv. Comm’n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure). However, preemption is appropriate where, as is the case here, the laws involved concern economic regulation and not the protection of public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d at 1353 (finding that “federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety”).

31. Under the circumstances of these cases, enforcing the strict requirements of the Liquidation Sale Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors’ ability to maximize estate assets for the benefit of creditors. Accordingly, authorizing the Sale without the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods or time limits, and/or satisfying any additional requirements with respect to advertising and similar items is necessary and appropriate.

32. Further, courts in this district and elsewhere have recognized that the Bankruptcy Code preempts certain state laws and have granted relief similar to that requested herein. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (authorizing debtors to conduct store closing Sale under the terms of the order and finding that “no further approval, license, or permit of any Governmental Unit shall be required”); *see, e.g., In re Francesca’s Holdings Corporation*, Case No. 20-13076 (BLS), Docket Nos. 154 and 259; *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS), Docket Nos. 84 and 218⁷.

E. Waiver of Contractual Restrictions Restricting Sales Is Authorized

33. The Debtors respectfully request waiver of certain contractual restrictions that could otherwise inhibit the Debtors’ ability to maximize recoveries through the Sales, and which are customarily waived in sales such as these. As previously discussed, the Debtors’ operations rely heavily on a network of third parties. For example, the Debtors purchase Inventory from various third-party vendors. In certain cases, the Sales may be inconsistent with the terms of certain of the Debtors’ license agreements, distribution agreements, retail agreements, and/or similar agreements with the Debtors’ vendors, including those governing the Debtors’ relationships with the various Facilities, affecting or purporting to restrict the marketing and/or implementation of the Sales (collectively, the “Contractual Restrictions”).

34. The Debtors request that the Court override or invalidate any and all Contractual Restrictions that may impair the Debtors’ ability to market and implement the Sales. This Court has the authority to grant such relief to preempt the Contractual Restrictions in order to ensure that the Debtors are placed in the best position to maximize value, while minimizing unnecessary costs, through the Sales for the benefit of the estates, their creditors, and other parties in interest. *See,*

⁷ Due to the lengthy nature of these orders, they are not attached hereto, but copies will be provided upon request.

e.g., *In re Ames Dep't Stores*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1994) (deciding that enforcement of anti-liquidation sale lease restrictions would “contravene overriding federal policy requiring debtor to maximize estate assets. . . .”); *In re R.H. Macy and Co., Inc.*, 170 B.R. 69, 73–74, 77 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store; restrictive lease provision is unenforceable against debtor seeking to conduct going-out-of-business sale because it conflicted with such fiduciary duty); *see also, e.g.*, *In re Lucky Brand Dungarees, LLC*, 2020 WL 4698654 (Bankr. D. Del. Aug. 12, 2020) (approving waiver of any contractual restrictions that could inhibit inventory liquidation sales); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO), Docket Nos. 16 and 221 (Bankr. D. Del. Feb. 26, 2020) (same); *In re Vitamin World, Inc.*, Case No. 17-11933 (KJC), Docket No. 493 (Bankr. D. Del. Nov. 21, 2017) (same).⁸

F. Abandonment of Certain Property in Connection with the Sales and in Accordance with the Proposed Orders Is Warranted Under Section 554 of the Bankruptcy Code

35. Section 554 of the Bankruptcy Code provides that after notice and a hearing, a debtor “may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (“[A trustee] may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim or administering the property.”); *In re Contract Research Sols., Inc.*, 2013 WL 1910286, at *4 (Bankr. D. Del. May 1, 2013) (“[A debtor] need only demonstrate that [it] has exercised sound business judgment in making the determination to abandon.”).

⁸ Due to the lengthy nature of these orders, they are not attached hereto, but copies will be provided upon request.

36. Here, with the aid of the Consultant, the Debtors will make every reasonable effort to sell the Assets in an orderly manner for the purpose of monetizing such assets for the best value possible. While the Debtors are seeking to orderly and efficiently liquidate their Assets in consultation with the Consultant as efficiently as they can, during the course of the Sales, the Debtors (in consultation with the Consultant) may determine that the costs associated with the continued storage and sale efforts respecting certain Assets are likely to exceed the projected proceeds that could be realized from the sale thereof, or that certain Assets may have low prospects for resale. In such event, any remaining unsold Assets would likely impose a financial burden on the estates, in the form of storage and removal costs, but are unlikely to provide much, if any, value in return to the estates.

37. To minimize unnecessary costs to the estates, the Debtors respectfully request authority to abandon any unsold Assets without incurring liability to any person or entity and further request that any Assets left in any Facility after the later of (i) the date a lease is rejected or (ii) the date the Debtors vacate the premises, and it shall be deemed abandoned, and any applicable landlord or other counterparty to an applicable agreement concerning use of or access to the Facilities be authorized to dispose of the abandoned Assets free and clear of Encumbrances. Before abandoning any Inventory, the Debtors will have determined, in the exercise of their sound business judgment, that such property to be abandoned by the Debtors is either (a) burdensome to the estates because removal and storage costs are likely to exceed any net proceeds therefrom or (b) of inconsequential value and benefit to the estates. Additionally, and notwithstanding anything to the contrary herein, the Debtors shall not abandon, or permit to be deemed abandoned, any Assets constituting DIP Collateral or Prepetition Collateral (each as defined in the DIP Orders) without the prior written consent of the DIP Agent, or with respect to the Prepetition Term Loan

Priority Collateral, of the Prepetition Term Loan Agent (each as defined in the DIP Orders), and any purported abandonment without such consent shall be void and of no force or effect.

38. Accordingly, the Debtors respectfully request authority to abandon any unsold Assets if they determine that the benefits of retaining such property for storage or resale are not greater than the costs of such retention or are of inconsequential value and benefit to the estates.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

39. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

40. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

41. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

42. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of

Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; (j) landlords at the Facilities; and (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking “first day” relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

Conclusion

WHEREFORE, the Debtors respectfully request entry of the Interim Order, substantially in the form attached hereto as **Exhibit A**, and following notice and the opportunity of parties in interest to be heard, the Final Order, substantially in the form attached hereto as **Exhibit B**, granting the relief requested herein and such other and further relief as may be just and proper.

[Remainder of Page Intentionally Left Blank]

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Stacy L. Newman

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*Proposed Counsel for Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**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 U.S.C. §§ 1408 and 1409; and this Court having found that this matter 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 All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

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, if any, who did not object, or who withdrew their objections, to the entry of this Interim Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. 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 _____, 2026, at __: __ .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 _____, 2026: (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.leafy@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 Collateral⁴ 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

⁴ “Term Loan Priority Collateral” shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

the conclusion of such services with respect to any Receivables constituting Term Loan Priority 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 as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement or the Sales prior to the date of this Interim Order are approved and ratified to the extent not inconsistent with this Interim Order.

12. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily 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, 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, and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facility is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property. 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.

D. Dispute Resolution Procedures

28. 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.

29. 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.

30. 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.leafy@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

31. 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.

32. This Interim Order and the terms and provisions of the Consulting Agreement 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.

33. 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.

34. The provisions of this Interim Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto, 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 terms and provisions of the Consulting Agreement, as well as 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. Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Interim Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. No later than seven (7) business days after entry of this Interim Order, the Consultant shall file a declaration disclosing its connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases.

41. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

42. The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

43. 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.

44. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

45. 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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**FINAL 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 U.S.C. §§ 1408 and 1409; and this Court having found that this matter 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 All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

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 this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; 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 as set forth in the Motion and at the hearing, and assumption of 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 this Final Order, and with the assistance of the Consultant, will provide an 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 a final 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 Final Order. Those holders of any such Encumbrances who did not object, or who withdrew their objections, to the entry of this Final Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. 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 by having such Encumbrances 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) and subject to the terms of the DIP Order.

E. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The entry of this Final 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 a final basis as set forth herein.
2. The Debtors and the Consultant are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order. The failure to specifically include any particular provision of the Consulting Agreement in this Final 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 Final Order. To the extent that there is any conflict between this Final Order, the Consulting Agreement, or any other agreement governing the Sales, the terms of this Final Order shall control over all other documents, and shall control over the Consulting Agreement.

A. Assumption of the Consulting Agreement by the Debtors

3. The Consulting Agreement, a copy of which is attached to the Motion as **Exhibit C**, is hereby assumed pursuant to sections 363 and 365 of the Bankruptcy Code on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreement, 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).

4. 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 the 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 Order; and (b) included in each Approved Budget. To the extent there is any conflict or inconsistency between this Final Order and the DIP Orders, the Consultant’s rights under this Final Order regarding the payment of Consultant Payment Obligations shall be governed by this Order.

5. If Consultant Payment Obligations are not timely paid as contemplated by the Consulting Agreement and this Final 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).

6. The Debtors, with the assistance of the Consultant, shall maintain accurate records of all Term Loan Priority Collateral⁴ 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.

7. Commencing on the fourteenth (14th) day following the date of entry of the 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.

8. 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

9. The Debtors are authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to continue to conduct the Sales in accordance with this Final Order (as may be modified by a Side Letter) and the Consulting Agreement. Subject to the restrictions set forth in this Final Order, the Debtors and the Consultant are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement or the Sales prior to the date of this Final Order are approved and ratified to the extent not inconsistent with this Final Order.

10. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

11. 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 Final Order hereby are directed to surrender possession of such Assets to the Debtors.

12. 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 Final Order, each Governmental Unit with regulatory authority over the Sales shall consider this Final 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

13. All newspapers and other advertising media in which the Sales may be advertised and all parties are directed to accept this Final 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 Final Order and the Consulting Agreement.

14. 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 Final Order and the Consulting Agreement.

15. Except as expressly provided in the Consulting Agreement or this Final 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 Sales 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 Final Order.

16. 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 Final 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.

17. 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 Final Order.

18. Except as provided in this Final Order, 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.

19. 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 Final Order.

20. 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.

21. 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.

22. 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 Final 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.

23. 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 Final 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, and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facilities is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property. The automatic stay is modified to the extent necessary to allow such dispositions. Notwithstanding any other provision of this Final 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.

24. 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 unreadable or undecipherable.

25. 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 Final 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 25), in connection with the collection, compromise, or settlement of any Receivable.

D. Dispute Resolution Procedures

26. Nothing in this Final 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 Final Order. Nothing contained in this Final 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 Final Order or the Consulting Agreement shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final 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 Final Order, or otherwise. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

27. 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.

28. 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 Final 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 Final Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Final 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 Final 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.leafy@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 Final 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 Final Order, absent further order of the Court. Upon the entry of this Final Order, the Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Final Order and the Consulting Agreement, and to take all actions reasonably related thereto or arising in connection therewith. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion. Nothing in this Final Order shall preclude the Debtors from asserting that the provisions of the Liquidation Sale Laws are preempted by the Bankruptcy Code.

E. Miscellaneous

29. 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 any such personal information from the Assets prior to the sale or abandonment of the same.

30. This Final Order and the terms and provisions of the Consulting Agreement 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.

31. The provisions of this Final Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto, 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 terms and provisions of the Consulting Agreement, as well as the rights and interests granted pursuant to this Final 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. Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Final Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.

32. This Final 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.

33. 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.

34. 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 are approved by separate order of this Court.

35. 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.

36. 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, 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.

37. 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.

38. The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

39. 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.

40. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

41. 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 Final 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 Final Order, or any other disputes related to the Sales. No parties or person shall take any action against the Debtors, the Consultant, the Sales, or the landlords of or counterparties to agreements concerning use of 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.

Exhibit C

Consulting Agreement



July 28, 2026

VIA EMAIL

Mr. Adam Zalev
Chief Restructuring Officer
BFG Supply Co., LLC

Re: Consulting Agreement

Dear Mr. Zalev:

This letter shall serve as the agreement (the "Agreement") between a joint venture comprised of SB360 Capital Partners, LLC and Tiger Capital Group, LLC (collectively, the "Consultant") and BFG Supply Co., LLC and its related entities (the "Company") to serve as exclusive consultant to the Company including in connection with conducting the Advisory Services, as defined below, and in connection with the sale of the inventory (the "Inventory"), machinery, equipment and fixtures (the "Fixed Assets") located at the facilities listed on exhibit A and the collection of accounts receivable (the "Receivables") (the Inventory, Fixed Assets, and the Receivables, collectively, the "Assets").

Agreement:

1. **Exclusive Consultant Services:** Consultant will act as an exclusive consultant to the Company with respect to the liquidation of Assets.
2. **Engagement Term:** The engagement will commence as soon as practicable upon entering into this Agreement. The Asset Sale Services shall commence approximately on August 4, 2026 (the "Start Date") and shall end at a date to be determined as part of the Advisory Services (the "Sale Termination Date") (the period from the Start Date through the Sale Termination Date (the "Sale Term")
3. **Advisory Services:** The Consultant shall perform the following services (the "Advisory Services") including:
 - a. Furnish a dedicated team who will identify and evaluate going concern and asset disposition alternatives, including business, division, and facility sale opportunities;
 - b. Evaluate each division as an independent operating unit to identify profitability, operational performance, and optimization opportunities for the sale of the Assets;
 - c. Assist management in responding to lender, board, and stakeholder information requests related to the Services;



- d. Review with the Company and its advisor's strategies to preserve asset value during the Company's current liquidity constraints, including identifying and protecting critical infrastructure and ensuring business continuity;
 - e. Develop a list of the Assets with the support of Company;
 - f. Develop the Consultant Controlled Expense Budget as defined below;
 - g. Prepare for the disposition of the Assets;
 - h. Assess personnel budget requirements including proposing a Key Employee Incentive Bonus Plan, if applicable; and
 - i. Perform any other services in connection with the performance of the Services reasonably requested by the Company.
- 4. **Advisory Services Compensation.** As a fee for the Advisory Services, the Company shall pay the Consultant a fee of \$50,000 (the "Advisory Fee") payable upon execution of this Agreement. The Advisory Fee represents compensation for the Advisory Services for up to 30 days beyond the engagement commencement. To the extent the Advisory Services period extends beyond the initial 30 days, the Company shall pay the Consultant \$50,000 per month, due at the beginning of each subsequent 30-day period. Each subsequent Advisory Fee shall be earned in full when paid and shall be non-refundable.
- 5. **Inventory Services.**
 - a. **Inventory Services.** Consultant will perform the following services (collectively, the "Inventory Services"):
 - i. Advise with respect to appropriate pricing and discounting of Inventory to maximize the sale proceeds;
 - ii. Market the Inventory for sale at the Company's direction and on their behalf, negotiate the terms of sales of the Inventory as a whole or in part and implement any such agreements reached with purchasers.
 - iii. Oversee the liquidation and disposal of the Inventory in coordination with the Company.
 - iv. Coordinate with the Company accounting functions, including evaluation of sales of Inventory by category, sales reporting and monitoring of the sale expenses using the Company's IT systems, daily and weekly reporting to Company of sales ;
 - v. Provide supervisors ("Supervisors") to assist with the marketing and sale of the Inventory and at the Company's request, source additional labor personnel to assist with the Company undertakings below;



- vi. Assist with the trucking and logistical planning for the transportation of the Inventory sold; and
- vii. Provide such other services as the Company and Consultant may agree in writing to carry out the Inventory Services.

- b. **Compensation.** In consideration of its performance of the Inventory Services hereunder, Consultant shall be entitled to payment of a commission equal to four and one-half percent (4.5%) of Gross Proceeds generated from the sale of the Inventory commencing on the Start Date through the Sale Termination Date (the "Inventory Fee").
 - i. "Gross Proceeds" shall mean (i) all proceeds of sales of Assets derived from the Sale, in cash, and similar currencies, wires/ACH, nationally recognized bank credit cards, and personal checks and (ii) insurance proceeds related to fire, flood or other insurance covering the Assets in the event of a casualty event affecting the Asset during the sale.

6. Fixed Asset Services.

- a. **Fixed Asset Services.** Consultant will perform the following services (collectively, the "Fixed Asset Services"):
 - i. Develop an advertising and marketing plan for the sale or auction of, or other disposition strategy for the Fixed Assets.
 - ii. Implement the advertising and marketing plan as deemed necessary by Consultant to maximize the net recovery on the Fixed Assets;
 - iii. Prepare for the sale of the Fixed Assets, including gathering specifications and photographs for marketing materials;
 - iv. Sell or auction the Fixed Assets for cash to the highest bidder "as is," "where is," and in accordance with the terms of this Proposal;
 - v. Charge and collect on behalf of Company from all purchasers any purchase price together with all applicable taxes in connection therewith;
 - vi. Collect all proceeds on behalf of the Company; and
 - vii. Submit reports to Company on a mutually agreed upon schedule.
- b. **Compensation.** In consideration of its performance of the Fixed Assets Services hereunder, Consultant shall be entitled to payment of a commission equal to fifteen percent (15.0%) of Gross Proceeds generated from the sale of the Fixed Assets ("Fixed Asset Commission").

- 7. Receivables Services.** With respect to the Receivables, Company and Consultant agree as follows:



- a. Services. Consultant will perform the following services (collectively, the “Receivables Services”):
 - i. In consultation with Company, collect, service, settle, and otherwise resolve the Receivables on the Company’s behalf and in otherwise compliance with applicable law.
 - ii. Coordinate with the Company to negotiate terms with any customers with open account balances to resolve and settle any payment of Receivables.
 - iii. In consultation with the Company, direct the obligors on the Receivables to make payment to Consultant, if or when necessary;
 - iv. (a) Receive cash, drafts, checks, wire transfers, credit cards, and money orders on account or in satisfaction of the Receivables; and (b) Endorse and negotiate any of the foregoing received by Consultant, as the agent for the Company, if or when necessary; and
 - v. If Company requests, identify and oversee third party collection attorneys to collect those Receivables Consultant is otherwise unable to collect.
 - vi. Prepare reports for the Company on the status of its Receivables including collection progress, information regarding problematic accounts and payment forecasts.
 - b. Compensation. In consideration of its performance of the Receivables Services, Consultant shall be entitled to payment of a fee in an amount equal to two and one-half percent (2.5%) of proceeds collected in connection with the Receivables (the “Receivables Fee”) commencing on the Start Date through the completion of the collections of the Receivables.
 - c. For the avoidance of doubt, there shall be no Receivables Fee for sales of Inventory made pursuant to this Agreement.
 - d. Minimum Amounts. Company and Consultant shall jointly establish settlement parameters for the collection of the Receivables within which Consultant shall be authorized to collect, service, settle, and otherwise resolve the Receivables without Company’s consent.
8. Company Undertakings. During the Engagement Term, the Company shall:
- a. Employ Company employees needed to support the Services including providing labor and personnel to facilitate the sale of the Assets and the collection of the Receivables; provided, however, if it is necessary to source any additional labor personnel to perform such services, the Company shall be responsible for all costs and expenses incurred by Consultant to source and utilize such additional labor personnel.



- b. Designate a primary point of contact with respect to the Services.
- c. Pay all taxes, costs, rent, expenses, utilities, relating to the operation of the Facilities.
- d. Remit any taxes collected from any sale during the Sale Term to the appropriate tax authorities.
- e. Execute all agreements determined by Company and Consultant to be necessary or desirable for the conduct of the Services.
- f. Provide all titles and execute same for transfer of the titled Assets to purchasers.
- g. Ensure that Consultant, its Supervisors, employees, subcontractors, agents and representatives have access to current real-time information regarding asset availability, sales, and any other information or documentation necessary for Consultant's performance of the Services.
- h. Provide Consultant and its representatives with reasonable access to Company employees with knowledge of normal course business and the Company's assets; and instruct its employees and representatives to cooperate with Consultant.
- i. Package Inventory for sale, accurately fulfill all sale orders of Inventory, including (without limitation) picking, sorting, and packing the Inventory according to each sale order, preparing packing slips and bills of lading, loading the Inventory onto purchasers' trucks, and shipping the Inventory according to each sale order, all at no cost or expense to Consultant, and otherwise cooperate with Consultant in connection with the sale of the Inventory.
- j. The Company shall provide (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities (including use of reasonably sized offices located at Company's central office facility to effect the Sale), (v) central administrative services and personnel to process and perform sales audit, banking, accounting, sale and expense reconciliation, invoicing orders, supplies, processing collections, fulfilling orders, customer service and other normal course administrative services customarily provided and (vi) such other central office services reasonably necessary or appropriate to perform the Services.

9. **General Terms and Conditions.** The following apply with respect to all Services:

- a. **Expenses.** The Company shall be responsible for all reasonable and documented expenses incurred during the course of the sale (including without limitation all Consultant Controlled Expenses in accordance with a budget to be agreed upon by the Company and Consultant). To control expenses Consultant will work within, and shall not exceed without approval of the Company, the expense budget (the



“Consultant Controlled Expense Budget”) which shall include (i) advertising expenses (including direct media costs and production costs); (ii) all Supervisor Costs including weekly fee, travel and deferred compensation; (iii) other reasonable, out of pocket costs of performing the Services including credit card fees, phone (for cc processing at auction and/or an orderly sale) and labor costs; (iv) legal fees including all third party costs and expenses (excluding outside collection attorney’s fees and expenses for the collection of the Receivables which shall be additional) of collecting, servicing, settling, or otherwise resolving the Receivables, and corporate travel, if any, all in accordance with the Consultant Controlled Expense Budget; and (v) other mutually agreed upon expenses incurred in connection with performing the Services. ((i), (ii), (iii), (iv), and (v), collectively, the “Consultant Controlled Expenses”). The Consultant Controlled Expense Budget may only be modified by mutual agreement between the Consultant and Company.

- b. Upon execution of this Agreement, the Company shall pay a deposit (the “Prepayment”) to Consultant of \$75,000 and which shall be held by Consultant until the Final Reconciliation (as defined below). The Company shall not apply the Prepayment to, or otherwise offset any portion of the Prepayment against, any weekly reimbursement, payment of expenses or other amount owing to Consultant under the Agreement prior to the Final Reconciliation. Without limiting any of Consultant’s other rights, Consultant may apply the Prepayment to any unpaid obligation owing by Company to Consultant under the Agreement after the Final Reconciliation. Any portion of the Prepayment not used to pay amounts explicitly contemplated by this Agreement shall be returned to Company within three (3) days following the Final Reconciliation.
- c. Reconciliation. The parties will meet on each Wednesday (or another date if mutually agreed upon) during the Sale Term to review any matters reasonably requested by either party and all amounts payable or reimbursable to Consultant for the prior week including all Advisory Fees, and the Inventory Fee, Fixed Asset Commission and the Receivables Fee, collectively the “Asset Sales Commissions”), and/or Consultant Controlled Expenses (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale Term, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the “Final Reconciliation”). From time to time upon request, each party shall prepare and deliver to the other party such other reports as either party may reasonably request. Each party to this Agreement shall, at all times during the



Sale Term, provide the other with access to all information, books and records reasonably relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Company during regular business hours upon reasonable notice.

- d. Taxes. Company shall be responsible for reporting and the payment of all sales and other applicable taxes related to any sale of the Assets and Consultant shall have no liability associated therewith.
- e. Consent Rights. Outside of a full liquidation event, the Secured Lender(s) shall have consent rights on the definition of Assets.
- f. Hazardous Substances. Consultant and Company hereto agree, and Company hereby expressly acknowledges that Consultant shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at or in the Assets or obtaining or maintaining any Environmental Permits. Company shall be responsible for ensuring that Company possesses and is in compliance with all Environmental Permits that are required for the operation of the Company's business. Consultant shall have no liability to any party for any environmental action brought: (i) that is related to the storage, handling, treatment, disposition, generation, or transportation of hazardous materials, or (ii) in connection with any remedial actions associated therewith, save and except for any gross negligence or willful misconduct on its part.
- g. Sales on Behalf of the Company. All sales of Assets shall be made on behalf of the Company. Consultant does not have, nor shall it have, any right, title or interest in the Assets. All sales of the Assets shall be "final sales" and "as is," and all advertisements and sales receipts will reflect the same.
- h. In the event of a credit bid or going-concern sale directly resulting from the hiring of a professional (e.g.; an investment banker) and without the participation of the Consultant, Consultant shall not be entitled to any Asset Sales Commission related to the Assets included in such sales.
- i. The Company consents and agrees that the Consultant may withhold all fees and commissions from proceeds collected from the sale of the Assets and the collection of the Receivables in each case solely to the extent such proceeds are received by Consultant.



10. . Insurance; Risk Of Loss

- a. During the Sale Term: (a) Company shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Company's ordinary course operations, and (b) each of Company and Consultant shall maintain (at each party's respective expense) comprehensive general liability insurance in the minimum amount of at least \$1,000,000 each occurrence covering injuries to persons and property, \$2,000,000 in the aggregate, and umbrella coverage of at least \$5,000,000, and Consultant shall cause the Company to be named as an additional insured with respect to the Consultant policies. Company shall maintain statutory worker's compensation, statutory disability and Employer's Liability coverage of at least \$500,000 covering its own employees.
- b. Notwithstanding any other provision of this Agreement, Company and Consultant agree that Consultant shall not be deemed to be in possession or control of the assets, or of Company's employees; and Consultant does not assume any of Company's obligations or liabilities with respect thereto.
- c. Notwithstanding any other provision of this Agreement, Company and Consultant agree that Company shall bear all responsibility for product liability relating to the products sold under this Agreement, before, during and after the Sale Term.

11. Indemnification

- a. Consultant shall indemnify and hold Company and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "Company Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:
 - i. Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
 - ii. any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Company by Consultant, its affiliates or their respective officers, directors, employees, agents,



- independent contractors or representatives (including without limitation any supervisors);
- iii. any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Company employee supervisor) arising out of such employment or engagement;
 - iv. the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, consultants, independent contractors or representatives, provided that Consultant shall not be obligated to indemnify any Company Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Company Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act; and
 - v. any personal injury, death or property damage caused by any employees or supervisors, contractors or representatives of Consultant.
- b. Company shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:
- vi. Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
 - vii. any claims by any party engaged by Company as an employee or independent contractor arising out of such engagement, provided such claim does not arise out of the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives;
 - viii. any consumer warranty or products liability claims relating to any Merchandise;
 - ix. the failure by Company to pay Sales Taxes related to the Sale; and/or
 - x. the negligence, willful misconduct or unlawful acts of Company, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, provided that Company shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising



primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act.

10. Representations And Warranties

- a. The Company warrants, represents, covenants and agrees that (a) Company is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Company and this Agreement constitutes a valid and binding obligation of Company enforceable against Company in accordance with its terms and conditions, and the consent of no other entity or person is required for Company to fully perform all of its obligations herein, (c) it owns and will own at all times prior to transfer of the Inventory to purchasers, good and marketable title to all of the Assets and shall deliver the Assets free and clear of all liens, claims, and encumbrances of any nature and (d) the Company has the right to sell the Assets and that, to the Company's knowledge, the Assets are genuine, of first quality, not expired nor near expiration and conforms with all regulatory and legal requirements.
- b. The Consultant warrants, represents, covenants and agrees that (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Consultant's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein.

11. Miscellaneous



- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of law's provisions.
- b. This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. This Agreement may not be modified except in a written instrument executed by each of the parties hereto. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. The failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- c. Consultant agrees that it will act as an independent contractor and that nothing herein shall create an agency relationship between the Company and Consultant. Furthermore, Consultant understands that it has no authority to make or imply the creation any commitments that are binding upon the Company and agrees that it will act only at the Company's direction, and that the Company will have full decision-making authority with respect to all matters within the scope of this Letter Agreement.
- d. Proceedings.
In the event of a filing of a petition for reorganization is filed by or against the Company, the Company shall promptly file a motion pursuant to Section 365 in of the Bankruptcy Code seeking an order authorizing the Company to assume this Agreement and to continue the conduct in accordance therewith, which order shall contain findings and provisions customarily entered by this Court in these types of transactions, and shall be in form and substance reasonably acceptable to the Company and Consultant: (a) approving of assuming the Agreement, (b) approving the Company's retention and employment of Consultant to perform the Services contemplated by the Agreement, (c) the payment of the Advisory Fees and/or Asset Sales Commission, reimbursement of Consultant Controlled Expenses to Consultant are approved without further order of the Bankruptcy Court and shall be free and clear of all liens, claims and encumbrances; (d) all such payments shall be made without further order of the Bankruptcy Court and otherwise in accordance with the Agreement; (e) the payment of the Advisory Fee and/or Asset Sales



Commission, reimbursement of Consultant Controlled Expenses shall be included in any approved debtor-in-possession, cash collateral, or other post-petition financing budget but shall be payable notwithstanding the terms of such financing; (f) authorizing Company's conduct of the Sale, without necessity to comply with state and local laws, rules and regulations, including, but not limited to, licensing requirements, purporting to restrict the conduct of the Sale, and (g) such other terms and provisions as may be necessary or appropriate to facilitate the conduct of the Sale.

- e. Termination. This Agreement shall terminate upon the completion and approval of the Final Reconciliation (as defined above). Either party may terminate this Agreement for cause in the event that the other commits a material breach or material failure of its obligations hereunder. If either party seeks to terminate this Agreement by reason of a claim of a material breach or material failure, such party shall provide the other party with not less than five (5) business days' prior written notice stating with specificity the nature of the claimed material breach or material failure, and the party receiving such notice shall have five (5) business days in which to cure such material breach or material failure, failing which this Agreement shall be deemed terminated. In addition, the Company shall have the right to terminate this Agreement for any reason or no reason upon not less than thirty (30) days' prior written notice to the Consultant; provided, however, that in the event the Company determines to pursue a going concern sale of all or substantially all of the Assets, the Company shall have the right to immediately terminate this Agreement upon written notice to the Consultant, and thirty (30) days' prior written notice shall not be required. Upon termination of this Agreement (whether for cause or for convenience), Consultant shall: (i) immediately discontinue all Services; and (ii) deliver to Company all information, reports, papers, and other materials prepared or obtained by Consultant in performing the Services, whether completed or in process. Upon termination, Company shall be liable for payment of all accrued and unpaid Advisory Fees and/or Asset Sales Commissions and reimbursement of Consultant Controlled Expenses as of the effective date of the termination.
- f. Assignment. Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either party hereto without the prior written consent of the other party. Notwithstanding the foregoing, Consultant is authorized to utilize subcontractors in performing the services; provided, however, Consultant shall remain responsible for the performance of all services. Consultant shall have the right, in its sole discretion, to syndicate such transaction with (and to add as part of Consultant hereunder) one or more additional national inventory liquidation firms.



- g. No Guaranty. Consultant has not guaranteed, and is not hereby guaranteeing, any specific result on the sale or other disposition of any of the Assets or the collection of the Receivables.
- h. Right to Abandon. Consultant shall have the right to abandon any unsold Inventory or Fixed Assets.
- i. The Company consents to Consultant's use of the Company's name and logo listing the Company as a client on Consultant's website and other marketing materials.

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement and of the date of this Agreement.

SB360 Capital Partners, LLC

DocuSigned by:
By: Aaron Miller
CCE05EE3C02B487...

Name: Aaron Miller

Title: President

Tiger Capital Group, LLC

DocuSigned by:
By: Ryan Davis
2ED1BE4F79F2470...

Name: Ryan Davis

Title: Chief Operating Officer

BFG Supply Co., LLC

DocuSigned by:
By: Adam Zalev
D89351A6922C47B...

Name: Adam Zalev

Title: Chief Restructuring Officer

EXHIBIT A**Schedule of Warehouse and Facility Locations***BFG Supply Co., LLC and Affiliated Entities*

The following table sets forth the combined warehouse, distribution, manufacturing, and office locations of BFG Supply Co., LLC and its affiliated entities (collectively, the “Company”), as referenced in the Consulting and Liquidation Agreement to which this Exhibit A is attached.

No.	Entity	Street Address	City / State / ZIP
1	BFG Supply Co., LLC — <i>Grand Rapids, MI (Corporate HQ & Distribution Center)</i>	4660 East Paris Avenue SE	Grand Rapids, MI 49512
2	BFG Supply Co., LLC — <i>San Bernardino, CA</i>	2552 Shenandoah Way	San Bernardino, CA 92407
3	BFG Supply Co., LLC — <i>Cheswick, PA</i>	460 Nixon Road, Suite 140	Cheswick, PA 15024
4	BFG Supply Co., LLC — <i>Fife, WA</i>	2507 Frank Albert Road, Suite C-130	Fife, WA 98424
5	BFG Supply Co., LLC — <i>Bloomington (Savannah), GA</i>	610 Bloomington Road, Suite 200	Bloomington, GA 31302
6	BFG Supply Co., LLC — <i>Denver, CO</i>	12770 East 39th Avenue	Denver, CO 80239
7	BFG Supply Co., LLC — <i>Kalamazoo, MI</i>	1144 River Street	Kalamazoo, MI 49048
8	BFG Supply Co., LLC — <i>St. Paul, MN</i>	711 Vandalia Street	St. Paul, MN 55114
9	BFG Supply Co., LLC — <i>Janesville, WI</i>	3708 Enterprise Drive	Janesville, WI 53546
10	BFG Supply Co., LLC — <i>Sanger, TX</i>	6100 North Stemmons Freeway	Sanger, TX 76266
11	BFG Supply Co., LLC — <i>Burton, OH (Legacy Corporate Office)</i>	14500 Kinsman Road	Burton, OH 44021
12	BFG Supply VG Supply Acquisition LLC — <i>Munster, IN</i>	9200 Calumet Avenue	Munster, IN 46321
13	Greenhouse Contractors LLC (Greenhouse Megastore) — <i>Danville, IL</i>	70 Eastgate Drive	Danville, IL 61834
14	Green-Tek LLC — <i>Beloit, WI</i>	1500 Lee Lane	Beloit, WI 53511
15	Green-Tek LLC / Greenhouse Megastore — <i>Clinton, WI</i>	5560 East Buss Road	Clinton, WI 53525
16	DeCloet Greenhouse Mfg. Ltd. — <i>Simcoe, ON, Canada</i>	1805 Charlotteville West Quarter Line	Simcoe, ON N3Y 4J9, Canada

Notes:

1. The Grand Rapids, MI facility serves as the Company’s primary corporate headquarters and distribution center.
2. The Company’s former facility in Sacramento, CA (BFG/Greenhouse Megastore) was closed and its inventory consolidated prior to the date of this Exhibit and is therefore not listed as an active location.
3. Locations for affiliated entities — BFG Supply VG Supply Acquisition LLC (VG Supply), Greenhouse Contractors LLC (Greenhouse Megastore), Green-Tek LLC, and DeCloet Greenhouse Mfg. Ltd. — are included as entities associated with BFG Supply Co., LLC.

This is Exhibit "E" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely..



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Joint Administration Requested)

Re: Docket No. 11

**NOTICE OF FILING OF 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**

1. On August 18, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed 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* [Docket No. 11] (the (“Motion”).² Attached as Exhibit A to the Motion was a proposed form of interim order (the “Proposed Interim Order”).

2. The Debtors have made certain changes to the Proposed Interim Order as reflected in the revised Proposed Order attached hereto as **Exhibit 1** (the “Revised Proposed Interim Order”).

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 them in the Motion.

3. A blackline comparing the Revised Proposed Interim Order against the Proposed Interim Order filed with the Motion is attached hereto as **Exhibit 2**.

Dated: August 20, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Stacy L. Newman

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (*pro hac vice*- pending)
Sarah A. Carnes (*pro hac vice* pending)
Michael A. Solimani (*pro hac vice* pending)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit 1

Revised Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Joint Administration Requested)

Related Docket No. 11

**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.leafy@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 Collateral⁴ 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.leafy@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.

Exhibit 2

Blackline

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (~~—~~[CTG](#))

(Joint Administration Requested)

[Related Docket No. 11](#)

**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, if any, who did not object, or who withdrew their objections, to the entry of this Interim Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.~~ 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~~ 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.leafy@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 Collateral⁴ 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.

⁴ “Term Loan Priority Collateral” shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

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 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, ~~and any actions taken by the Debtors and the Consultant necessary or desirable to~~

~~implement the Consulting Agreement or the Sales prior to the date of this Interim Order are approved and ratified to the extent not inconsistent with this Interim Order.~~

12. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising ~~primarily~~ 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, ~~and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facility is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property.~~ 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. ~~28.~~ 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. ~~29.~~ 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. ~~30.~~ 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.leafy@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. ~~31.~~ 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. ~~32.~~ This Interim Order ~~and the terms and provisions of the Consulting Agreement~~ 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. ~~33.~~ 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. ~~34.~~ The provisions of this Interim Order ~~and the terms and provisions of the Consulting Agreement~~, and any actions taken pursuant hereto ~~or thereto~~, 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 ~~terms and provisions of the Consulting Agreement, as well as 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. ~~Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Interim Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.~~

36. ~~35.~~ 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. ~~36.~~ 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. ~~37.~~ 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. ~~38.~~ 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. ~~39.~~ 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. ~~1.~~ No later than seven (7) business calendar days ~~after entry of this Interim Order~~ 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. ~~2.~~ The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

44. ~~3.~~ The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

45. ~~4.~~ 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. ~~5.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

47. ~~6.~~ 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.

This is Exhibit "F" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re: BFG Supply Co., LLC, Debtor.	Chapter 11 Case No. 26-11284 (____) Tax I.D. No. 35-2116660
In re: Bamboo Purchaser, Inc., Debtor.	Chapter 11 Case No. 26-11283 (____) Tax I.D. No. 87-3191173
In re: BFG Purchaser Parent, Inc., Debtor.	Chapter 11 Case No. 26-11285 (____) Tax I.D. No. 87-3372451
In re: BFG Supply Holdings, Inc., Debtor.	Chapter 11 Case No. 26-11286 (____) Tax I.D. No. 84-4254070
In re: BFG Holdings I, Inc., Debtor.	Chapter 11 Case No. 26-11287 (____) Tax I.D. No. 27-3431502
In re: BFG Supply Canada Holdings, Inc., Debtor.	Chapter 11 Case No. 26-11288 (____) Tax I.D. No. 87-1299737

In re: De Cloet Greenhouse Mfg. Ltd., Debtor.	Chapter 11 Case No. 26-11289 (___) Tax I.D. No. N/A
In re: BFG Kalamazoo, LLC, Debtor.	Chapter 11 Case No. 26-11290 (___) Tax I.D. No. 26-0220121
In re: BFG Logistics, LLC, Debtor.	Chapter 11 Case No. 26-11291 (___) Tax I.D. No. 20-4284172
In re: L&L Nursery Supply, Inc., Debtor.	Chapter 11 Case No. 26-11292 (___) Tax I.D. No. 95-2469972
In re: Gard’N-Wise Distributors, Inc., Debtor.	Chapter 11 Case No. 26-11293 (___) Tax I.D. No. 48-0578418
In re: International Greenhouse Contractors LLC, Debtor.	Chapter 11 Case No. 26-11294 (___) Tax I.D. No. 91-1487313
In re: Greenhouse Solutions, LLC, Debtor.	Chapter 11 Case No. 26-11295 (___) Tax I.D. No. 20-1481860

In re: Greenhouse Contracting Services, LLC, Debtor.	Chapter 11 Case No. 26-11296 (____) Tax I.D. No. 46-3993738
In re: Green-Tek, LLC, Debtor.	Chapter 11 Case No. 26-11297 (____) Tax I.D. No. 39-1598749
In re: GROSouth, Inc., Debtor.	Chapter 11 Case No. 26-11298 (____) Tax I.D. No. 63-0464231
In re: BFG VG Supply Acquisition, LLC, Debtor.	Chapter 11 Case No. 26-11299 (____) Tax I.D. No. 99-3660219

**DEBTORS' MOTION FOR ENTRY OF
AN ORDER (I) DIRECTING JOINT ADMINISTRATION
OF CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

BFG Supply Co., LLC and the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) hereby move (this “Motion”) the Court for entry of an order substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a) and 342(c)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 1005, 1015(b), and 2002(o) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 1015-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously

filed *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration")¹ and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of an order: (i) directing the joint administration of the Chapter 11 Cases (as defined below) 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.

2. In particular, the Debtors request that the official caption be used by all parties in all papers in the jointly administered cases be as follows:

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

In re:	Chapter 11
BFG Supply Co., LLC, <i>et al.</i> ,	Case No. 26-11284 (___)
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.

3. In addition, the Debtors request that the Court make a separate docket entry, substantially similar to the following, on the docket of each of the Debtors' Chapter 11 Cases other than the case of BFG Supply Co., LLC to reflect the joint administration of these Chapter 11 Cases:

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

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 (___); Bamboo Purchaser, Inc., Case No. 26-11283 (___); BFG Purchaser Parent, Inc., Case No. 26-11285 (___); BFG Supply Holdings, Inc., Case No. 26-11286 (___); BFG Holdings I, Inc., Case No. 26-11287 (___); BFG Supply Canada Holdings, Inc., Case No. 26-11288 (___); De Cloet Greenhouse Mfg. Ltd., Case No. 26-11289 (___); BFG Kalamazoo, LLC, Case No. 26-11290 (___); BFG Logistics, LLC, Case No. 26-11291 (___); L&L Nursery Supply, Inc., Case No. 26-11292 (___); Gard’N-Wise Distributors, Inc., Case No. 26-11293 (___); International Greenhouse Contractors LLC, Case No. 26-11294 (___); Greenhouse Solutions, LLC, Case No. 26-11295 (___); Greenhouse Contracting Services, LLC, Case No. 26-11296 (___); Green-Tek, LLC, Case No. 26-11297 (___); GROSouth, Inc., Case No. 26-11298 (___); BFG VG Supply Acquisition, LLC, Case No. 26-11299 (___). The docket in Case No. 26-11284 (___) 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 (___).

Jurisdiction and Venue

4. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested herein are sections 105(a) and 342(c)(1) of the Bankruptcy Code, Bankruptcy Rules 1005, 1015(b), and 2002(o), and Local Rules 1015-1 and 9013-1.

Background

7. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

8. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

9. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

Basis for Relief Requested and Applicable Authority

10. If two or more petitions are pending in the same court by or against a debtor and an affiliate, the court may order the joint administration of the estates of the debtor and such affiliates. FED. R. BANKR. P. 1015(b). Local Rule 1015-1 provides that an order of joint administration may be entered, without notice and an opportunity for hearing, upon the filing of a motion for joint administration pursuant to Bankruptcy Rule 1015, supported by an affidavit, declaration, or verification which establishes that the joint administration of two or more cases pending in this Court is warranted and will ease the administrative burden for the Court and the Parties. DEL. BANKR. L.R. 1015-1.

11. The Debtors are all “affiliates” as that term is defined in section 101(2) of the Bankruptcy Code. Thus, joint administration of the Debtors’ Chapter 11 Cases is appropriate under Bankruptcy Rule 1015(b).

12. The joint administration of the Chapter 11 Cases will promote efficiency by permitting the Clerk of the Court to use a single, general docket for the Chapter 11 Cases and to combine notice to creditors and other parties-in-interest of the Debtors’ respective estates. The Debtors anticipate that almost all of the papers, hearings, and orders in the Chapter 11 Cases will relate to all of the Debtors. Moreover, the use of the simplified caption set forth above will eliminate cumbersome and confusing procedures and ensure a uniformity of pleading identification.

13. The rights of the respective creditors and stakeholders of each of the Debtors will not be adversely affected by the joint administration of these Chapter 11 Cases because the relief sought is purely procedural and will not affect parties’ substantive rights.

14. The Debtors also seek a waiver of certain requirements of Bankruptcy Rule 2002(o), which incorporates Bankruptcy Rule 1005 and provides that notices under Bankruptcy Rule 2002 contain certain information, including any other names used by the Debtors in the previous eight years. FED. R. BANKR. P. 2002(n). The Debtors submit that use of the proposed simplified caption—which contains most, but not all, of the information required by Bankruptcy Rule 2002(o)—will provide sufficient information to parties-in-interest and ensure a uniformity of pleading identification. In particular, all pleadings filed and each notice mailed by the Debtors will include a footnote listing all of the Debtors, the last four digits of their tax identification numbers, and the service address in these Chapter 11 Cases. Moreover, the full tax identification numbers and all prior names used by the Debtors will be listed in the petitions filed by each Debtor,

and such petitions are publicly available to all parties-in-interest, including on a website to be maintained by the Debtors' proposed noticing and claims agent, and will be provided by the Debtors upon request. Therefore, the Debtors submit that the policies behind the requirements of Bankruptcy Rule 2002(o) have been satisfied.

15. Courts in this district have granted similar relief in other cases. *See, e.g., In re Appgate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. May 8, 2024) [Docket No. 54]; *In re Vyair Medical Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. June 11, 2024) [Docket No. 84]; *In re Tupperware Brands Corporation*, Case No. 24-12156 (BLS) (Bankr. D. Del. Sept. 20, 2024) [Docket No. 69]; *In re PetroQuest Energy, Inc.*, Case No. 24-12609 (CTG) (Bankr. D. Del. Nov. 15, 2024) [Docket No. 41]; *In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Jan. 16, 2025) [Docket No. 103].

Notice

16. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

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

In re: BFG Supply Co., LLC, Debtor.	Chapter 11 Case No. 26-11284 (____) Tax I.D. No. 35-2116660
In re: Bamboo Purchaser, Inc., Debtor.	Chapter 11 Case No. 26-11283 (____) Tax I.D. No. 87-3191173
In re: BFG Purchaser Parent, Inc., Debtor.	Chapter 11 Case No. 26-11285 (____) Tax I.D. No. 87-3372451
In re: BFG Supply Holdings, Inc., Debtor.	Chapter 11 Case No. 26-11286 (____) Tax I.D. No. 84-4254070
In re: BFG Holdings I, Inc., Debtor.	Chapter 11 Case No. 26-11287 (____) Tax I.D. No. 27-3431502
In re: BFG Supply Canada Holdings, Inc., Debtor.	Chapter 11 Case No. 26-11288 (____) Tax I.D. No. 87-1299737

In re: De Cloet Greenhouse Mfg. Ltd., Debtor.	Chapter 11 Case No. 26-11289 (___) Tax I.D. No. N/A
In re: BFG Kalamazoo, LLC, Debtor.	Chapter 11 Case No. 26-11290 (___) Tax I.D. No. 26-0220121
In re: BFG Logistics, LLC, Debtor.	Chapter 11 Case No. 26-11291 (___) Tax I.D. No. 20-4284172
In re: L&L Nursery Supply, Inc., Debtor.	Chapter 11 Case No. 26-11292 (___) Tax I.D. No. 95-2469972
In re: Gard’N-Wise Distributors, Inc., Debtor.	Chapter 11 Case No. 26-11293 (___) Tax I.D. No. 48-0578418
In re: International Greenhouse Contractors LLC, Debtor.	Chapter 11 Case No. 26-11294 (___) Tax I.D. No. 91-1487313
In re: Greenhouse Solutions, LLC, Debtor.	Chapter 11 Case No. 26-11295 (___) Tax I.D. No. 20-1481860

In re: Greenhouse Contracting Services, LLC, Debtor.	Chapter 11 Case No. 26-11296 (____) Tax I.D. No. 46-3993738
In re: Green-Tek, LLC, Debtor.	Chapter 11 Case No. 26-11297 (____) Tax I.D. No. 39-1598749
In re: GROSouth, Inc., Debtor.	Chapter 11 Case No. 26-11298 (____) Tax I.D. No. 63-0464231
In re: BFG VG Supply Acquisition, LLC, Debtor.	Chapter 11 Case No. 26-11299 (____) 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”)² 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

² 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.
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:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(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 (____); Bamboo Purchaser, Inc., Case No. 26-11283 (____); BFG Purchaser Parent, Inc., Case No. 26-11285 (____); BFG Supply Holdings, Inc., Case No. 26-11286 (____); BFG Holdings I, Inc., Case No. 26-11287 (____); BFG Supply Canada Holdings, Inc., Case No. 26-11288 (____); De Cloet Greenhouse Mfg. Ltd., Case No. 26-11289 (____); BFG Kalamazoo, LLC, Case No. 26-11290 (____); BFG Logistics, LLC, Case No. 26-11291 (____); L&L Nursery Supply, Inc., Case No. 26-11292 (____); Gard'N-Wise Distributors, Inc., Case No. 26-11293 (____); International Greenhouse Contractors LLC, Case No. 26-11294 (____); Greenhouse Solutions, LLC, Case No. 26-11295 (____); Greenhouse Contracting Services, LLC, Case No. 26-11296 (____); Green-Tek, LLC, Case No. 26-11297 (____); GROSouth, Inc., Case No. 26-11298 (____); BFG VG Supply Acquisition, LLC, Case

No. 26-11299 (___). The docket in Case No. 26-11284 (___) 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 (___).

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.

This is Exhibit "G" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS (I) AUTHORIZING
THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL
VENDORS AND (II) GRANTING RELATED RELIEF**

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a), 363, 503, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and further represent as follows:

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 (8746); 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 First Day Declaration.

Relief Requested

1. The Debtors respectfully request entry of the Interim Order and Final Order (i) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims (as defined below) and (ii) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and

debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Cases.

8. As further described in the First Day Declaration, the Debtors operate one of North America's leading value-added wholesale distribution platforms serving the professional green industry. Over more than five decades, the business has evolved from a regional horticultural supplier into a diversified distributor of lawn and garden products, greenhouse supplies, nursery products, controlled-environment agriculture products, greenhouse structures, and related horticultural equipment. Through a combination of organic growth and strategic acquisitions, the Debtors have assembled an integrated distribution platform that connects a highly fragmented supplier base with thousands of commercial customers throughout the United States and Canada.

9. The Debtors rely on certain suppliers, vendors, service providers, and similar entities to provide goods and services critical to their business. In the ordinary course of business, the Debtors are parties to certain contracts and agreements by which third parties provide essential goods and services for their business, including but not limited to, machinery and equipment, information technology, billing and invoicing, customs, shipping, and transportation services. All of these vendors play key parts in the Debtors' business and preserving these business relationships and the operational success and stability that goes along with them is critical to the Debtors' transition into chapter 11 as they continue to liquidate their assets and pursue a going-concern sale.

10. The Debtors and their advisors have carefully reviewed and analyzed the Debtors' books and records and consulted with key personnel to identify those vendors of goods and/or services that are critical to the Debtors' business (collectively, the "Critical Vendors").

11. As part of the Critical Vendor identification process, the Debtors considered numerous factors, including:

- whether a vendor is a sole or limited-source or high-volume supplier for goods or services critical to the Debtors' business operations;
- whether alternative vendors are available that can provide similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- whether an agreement exists that permits the Debtors to compel a vendor to continue performing on prepetition terms;
- whether certain regulatory frameworks, specifications, or contract requirements prevent, directly or indirectly, the Debtors from obtaining goods or services from alternative sources;
- the degree to which replacement costs (including, pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim; and
- whether failure to pay all or part of a particular vendor's claim could cause the vendor to refuse to provide critical goods or services on a postpetition basis.

12. In addition, the Debtors and their advisors examined the health of each vendor relationship, the vendor's familiarity with the chapter 11 process, and the extent to which each vendor's prepetition claims could be satisfied elsewhere in the chapter 11 process.

THE DEBTORS' TRADE CLAIMANTS

13. The Debtors' investigation revealed that, to ensure the continuous operation of the Debtors' business during the Chapter 11 Cases, the Debtors require the services of the Critical Vendors. The loss of the services provided by these Critical Vendors could result in immediate and irreparable harm to the Debtors' business during the Chapter 11 Cases. Such harm would

likely far outweigh the cost of payment of the prepetition claims accrued in the ordinary course of business held by certain Critical Vendors.

I. Critical Vendor Claims

14. Vital to the Debtors' business are vendors that provide goods and services to the Debtors, including, among other things, machinery and equipment, information technology, billing and invoicing, customs, shipping, and transportation services. The failure to pay these Critical Vendors could result in the termination or suspension of these services, which would interfere with the Debtors' ability to conduct an orderly liquidation of the Debtors' assets, while pursuing a dual-track marketing process for a going concern sale, during these Chapter 11 Cases to maximize value for the benefit of the Debtors' stakeholders. Even though alternatives may exist, migrating to new providers would be expensive, time consuming, and interfere with the ongoing sale process to the detriment of the Debtors' estates. Thus, the value of the Debtors' estates will be maximized by preserving the Debtors' existing relationships through payment in accordance with the Interim Order and Final Order.

15. As of the Petition Date, the Debtors estimate that there is approximately \$2 million in the aggregate amount due and owing, or that will become due and owing within the first twenty-one (21) days of the case, on account of prepetition services provided by the Critical Vendors (the "Critical Vendor Claims").

16. The Debtors have determined that continuing to receive goods and services from the Critical Vendors is necessary to operate and liquidate their assets to maximize value of their estates. Therefore, the Debtors seek authority, solely to the extent that such payments are necessary on a post-petition basis to ensure that a particular vendor continues to provide necessary goods and services to the Debtors, in their sole discretion and business judgment, to make payments on account of Critical Vendor Claims in an aggregate amount not to exceed \$2 million,

all of which shall be available upon entry of the Interim Order, which amount represent the Debtors' best estimate as to what aggregate amounts must be paid to the Critical Vendors to continue to supply their goods and services uninterrupted.

17. The Debtors further request that the Court grant the Debtors the authority to allocate the foregoing amounts in their sole discretion, without prejudice to seek additional relief, and subject to an agreement (within the Debtors' discretion) to receive terms consistent with Customary Trade Terms (as defined herein) from the Critical Vendors. If granted discretion to satisfy Critical Vendor Claims as requested herein, the Debtors will assess, on a case-by-case basis, the benefits to their estates of paying the Critical Vendor Claims and pay any such claim only to the extent their estates will benefit. The Debtors seek authority to pay the Critical Vendor Claims solely to the extent that such payments are necessary on a post-petition basis to ensure that a particular vendor continues to provide necessary goods and services to the Debtors.

II. Customary Trade Terms

18. Subject to Court approval, the Debtors intend to pay the Critical Vendor Claims only to the extent necessary to preserve their business during the sale process. To that end, in return for paying such claims either in full or in part, the Debtors propose that they be authorized to require the Critical Vendors to provide favorable trade terms for the postpetition procurement of goods and services.

19. Specifically, the Debtors seek authorization, but not direction, to condition payment of the Critical Vendor Claims upon such claimant's agreement to continue (or recommence) supplying such products and services to the Debtors pursuant to trade terms (including credit limits, discounts, pricing, timing of payments, availability, and other terms) consistent with the parties' ordinary course practice or as otherwise agreed by the Debtors in their reasonable business judgment (the "Customary Trade Terms").

20. In addition, the Debtors request that if any party accepts payment pursuant to the relief requested by this Motion and thereafter does not continue to provide goods or services on Customary Trade Terms, then: (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.

BASIS FOR RELIEF

I. The Court Should Authorize the Payment of the Critical Vendor Claims

21. Allowing the Debtors to pay the Critical Vendor Claims is especially appropriate where, as here, doing so is consistent with the "two recognized policies" of chapter 11 of the Bankruptcy Code—preserving going concern value and maximizing the value of property available to satisfy creditors. *See Bank of Am. Nat'l Trust & Savs. Ass'n v. 203 N. LaSalle St. P'Ship*, 526 U.S. 434, 453 (1999). Indeed, recognizing that payment of prepetition claims of certain essential suppliers and vendors is both critical to a debtor's ability to preserve value during the sale process and maximize creditor recovery, courts in this district regularly grant relief consistent with that which the Debtors are seeking in this Motion. *See, e.g., In re Joann Inc.*, No. 25-10068 (CTG) [Docket No. 331] (Bankr. D. Del. Feb. 7, 2025) (authorizing the debtors to pay critical vendor claims).

22. The Debtors depend on the goods and services provided by the Critical Vendors. Ensuring these Critical Vendors continue to supply certain goods and provide services is therefore vital to the success of this Chapter 11 Case and the ability of the Debtors to maximize value. Accordingly, for the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to satisfy the Critical Vendor Claims.

II. The Court Should Grant the Relief Requested Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code

23. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

24. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World Indus., Inc. v. Phillips (In re Phillips)*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987)

(requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b) of the Bankruptcy Code).

25. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s businesses. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76. Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002).

26. As discussed above, these aspects of the Debtors’ business are indispensable to during these Chapter 11 Cases. It is therefore imperative that the Debtors have the authority to

pay all of the Critical Vendors, if determined necessary to preserve the Debtors' operations, reputation, and success of these Chapter 11 Cases. The relief requested herein represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is there justified under sections 105(a), 363(b), 1107(a), and 1108 of the Bankruptcy Code.

**PROCESSING OF CHECKS AND ELECTRONIC
FUND TRANSFERS SHOULD BE AUTHORIZED**

27. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of access to cash on hand and anticipated access to debtor-in-possession financing. In addition, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

28. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only "to the extent that relief is necessary to avoid immediate and irreparable harm." FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors' operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the value of their

business, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

29. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

30. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

31. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**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 _____, 2026, at __:__.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 _____, 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.leafy@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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**FINAL 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 a final order (this “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 pursuant to 28 U.S.C. § 157(b)(2);

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 a final basis as set forth herein.
2. 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 a final basis, absent further order of the Court.
3. Notwithstanding anything to the contrary in the Motion or this Final 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.

4. 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.

5. 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: (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.

6. 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 Final Order to any Critical Vendor in advance of any payment made pursuant to this Final Order.

7. 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.

8. Notwithstanding anything to the contrary in this Final 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.

9. 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 Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final 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.

11. The Debtors shall maintain a schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final 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.

12. Notwithstanding the relief granted in this Final 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 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.

13. 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.

14. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

15. 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.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit "H" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (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**

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors’*

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.

Chapter 11 Petitions and First Day Motions (the “First Day Declaration”)² and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of an Interim Order and a Final Order (i) approving the Debtors’ proposed form of adequate assurance of postpetition payment to their utilities (collectively, the “Utility Companies”), as that term is used in section 366 of the Bankruptcy Code, (ii) approving Adequate Assurance Procedures (as defined below) for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined below), (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on the basis of the commencement of these Chapter 11 Cases (as defined below) or a debt owed by the Debtors for services rendered prior to the Petition Date (as defined below), or on account of any perceived inadequacy of the Debtors’ Proposed Adequate Assurance, and (iv) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

I. The Debtors’ Utility Services, Proposed Adequate Assurance, and Adequate Assurance Procedures

A. The Utility Services

8. The Debtors receive electric, gas, telecommunications, internet, garbage, and other similar utility services from the Utility Companies (the “Utility Services” giving rise to “Utility Obligations”). A list of the Debtors’ Utility Services and the respective Utility Companies providing such services is attached hereto as **Exhibit C** (the “Utility Company List”). The relief requested herein pertains to all Utility Companies providing Utility Services to the Debtors and is

not limited to those listed on the Utility Company List. On average, prior to the Petition Date, the Debtors spent approximately \$106,208 each month on account of the Utility Services.

B. The Proposed Adequate Assurance

9. The Debtors intend to timely pay all undisputed postpetition obligations owed to the Utility Companies. As additional assurance of payment, the Debtors have established a newly-created, segregated account (the “Utility Deposit Account”), and for each Utility Company listed on the Utility Company List, propose to place a deposit equal to approximately two weeks of Utility Services, based on the due dates of average monthly cost of the Utility Services determined by an annual average, within 20 days after the Petition Date (each such deposit is referred to herein as a “Utility Deposit” and represents for each applicable Utility Company, the “Proposed Adequate Assurance”), into such Utility Deposit Account. The Debtors estimate that the Utility Deposits will total approximately \$53,104.

C. Adequate Assurance Procedures

10. The Debtors submit that the Utility Deposits to be held in the Utility Deposit Account constitute adequate assurance to the Utility Companies. If any Utility Company requests additional adequate assurance of payment pursuant to section 366(c)(2) of the Bankruptcy Code, the Debtors propose that such request be addressed pursuant to the following procedures (the “Adequate Assurance Procedures”):

- 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.
- 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.

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.

- 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.

11. Although the Debtors do not believe that any adequate assurance beyond that proposed is necessary, the Debtors submit that any Utility Company that is dissatisfied with the Proposed Adequate Assurance should be required to make an Additional Assurance Request pursuant to the Adequate Assurance Procedures.

12. The Debtors propose that they be authorized to: (a) resolve any Additional Assurance Request, Objection, or Determination Hearing by mutual agreement with the Utility Company; and (b) in connection with any such agreement, in their sole discretion, modify the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court, provided that the Debtors maintain a summary record of such agreements and their respective terms, and make available such summary record and the agreements themselves to any official committee appointed in these Chapter 11 Cases and the U.S. Trustee upon request.

D. Subsequent Modifications of the Utility Company List and Procedures for Subsequently Identified Utility Companies

13. The Debtors have made a diligent and good-faith effort to identify all of the Debtors’ Utility Companies on the Utility Company List. Nevertheless, to the extent the Debtors subsequently identify additional Utility Companies that were inadvertently omitted from the

Utility Company List, the Debtors seek authority, in their sole discretion, to amend or supplement the Utility Company List. The Debtors will file any such amendments and serve copies of the Motion, Interim Order, and Final Order on such newly-identified Utility Companies (each, a “Subsequently Identified Utility Company”).

14. The Debtors request that any entered orders relating to the Motion be binding on all Utility Companies, regardless of when any particular Utility Company was added to the Utility Company List; *provided, however*, that: (i) to the extent that any Subsequently Identified Utility Company is added to such list, the Debtors request authority, without further order of the Court, to 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 to the Debtors; and (ii) the Motion and any order related thereto will not be binding on any Subsequently Identified Utility Company until such company is (a) added to the Utility Company List and is served with copies of the Motion, Interim Order, and Final Order and (b) the Debtors increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by such Subsequently Identified Utility Company.

15. In addition, the Debtors propose that any Subsequently Identified Utility Company have the right to make an Additional Assurance Request on the Adequate Assurance Notice Parties. Should any Subsequently Identified Utility Company make an Additional Assurance Request, the Debtors request that such Subsequently Identified Utility Company be prohibited from discontinuing, altering, or refusing service to the Debtors, including as a result of unpaid charges for prepetition services, pending resolution of such request.

E. Prohibition on Altering, Refusing, or Discontinuing Service

16. Pending the entry of interim and final orders with respect to the Motion and the resolution of any Additional Assurance Request, Objection, or Determination Hearing, the Debtors

respectfully request that the Utility Companies, including any Subsequently Identified Utility Companies, be 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. The Debtors further request that the Utility Companies, including any Subsequently Identified Utility Companies, be prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of the Court.

Basis for Relief Requested and Applicable Authority

II. The Proposed Adequate Assurance Provides Utility Companies with Adequate Assurance of Payment

17. Section 366(a) of the Bankruptcy Code provides that a “utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title” or for late payment for service provided before an order for relief. 11 U.S.C. § 366(a). Section 366(b) goes on to provide, however, that the utility company may “alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date.” *Id.* § 366(b). Section 366(c)(2) of the Bankruptcy Code further provides that in a case filed under chapter 11 of the Bankruptcy Code, a utility may alter or discontinue service if “during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.” *Id.* § 366(c)(2).

18. The interplay between sections 366(b) and 366(c)(2) of the Bankruptcy Code raises interpretive difficulties. Because section 366(c)(2) is “specifically applicable to chapter 11 cases,” and section 366(b) is not, the Debtors do not believe that the twenty-day period prescribed in section 366(b) applies here. See COLLIER ON BANKRUPTCY ¶ 366.03 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2020). But to the extent it does apply, section 366(b) requires that the debtor furnish what it considers to be adequate assurance of payment within 20 days after the entry of the order for relief in the form of a deposit or other security for postpetition service. See 11 U.S.C. § 366(b). Section 366(c)(1)(A) of the Bankruptcy Code defines “assurance of payment” to include, among other things, “a cash deposit.” *Id.* § 366(c)(1)(A)(i). Here, the Debtors propose to place a deposit equal to two weeks of Utility Services into the Utility Deposit Account for the benefit of any Utility Company providing postpetition services to the Debtors. Courts have found that adequate assurance of two weeks of estimated utilities costs satisfies the requirements of section 366 of the Bankruptcy Code. See, e.g., *Charming Charlie Holdings, Inc.*, Case No. 19-11534 (CSS) (Bankr. D. Del. July 12, 2019) [Docket No. 81] (approving adequate assurance deposit equal to approximately two weeks of utility services); *J & M Sales, Inc.*, Case No. 18-11801 (LSS) (Bankr. D. Del. Aug. 7, 2018) [Docket No. 86] (approving adequate assurance deposit in an amount equal to two weeks’ payment for utility service). Accordingly, the Proposed Adequate Assurance provides the Utility Companies with adequate assurance of payment consistent with the requirements of sections 366(b) and 366(c)(1)(A)(i) of the Bankruptcy Code, to the extent applicable.

19. Moreover, the Proposed Adequate Assurance comports with the policy underlying section 366, which is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while also providing utility companies with adequate assurance that the debtor will pay for

postpetition services. See H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306; *see also In re Jones*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.’”) (*quoting Begley v. Philadelphia. Elec. Co. (In re Begley)*, 760 F.2d 46, 49 (3d Cir. 1985)).

20. The Adequate Assurance Procedures provide the Utility Companies fair and ample opportunity to safeguard their interests while also protecting the Debtors from potential abuse by a Utility Company. For example, absent the Adequate Assurance Procedures, on the 29th day following the Petition Date, a Utility Company could declare that the Debtors’ Proposed Adequate Assurance is not acceptable, demand an unreasonably large deposit, and threaten to terminate Utility Service the next day unless the Debtors comply with its demand. *Cf.* 11 U.S.C. § 366(c)(2). This would effectively leave the Debtors with two equally oppressive choices: succumb to a Utility Company’s last-minute demand for an unreasonably large deposit or face the cessation of essential services. Accordingly, the Adequate Assurance Procedures provide that any Additional Assurance Request that cannot be resolved by the Parties will be brought before the Court for resolution before the affected Utility Company may terminate the Debtors’ Utility Services.

III. The Debtors’ Proposed Adequate Assurance Procedures Properly Balance the Interests of the Utility Companies and Those of the Debtors and Their Estates

21. Similarly, the Debtors’ proposed Adequate Assurance Procedures provide the Utility Companies with a fair and orderly process for seeking modification of the Proposed Adequate Assurance while protecting the Debtors from being forced to address numerous adequate assurance requests in a disorganized manner and at a time when the Debtors’ efforts could be more productively focused on the seamless continuation of their operations in chapter 11.

22. Here, notwithstanding the Debtors' belief that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Companies believe they have under sections 366(b) and (c)(2) are wholly preserved under the Adequate Assurance Procedures. *See In re Circuit City Stores, Inc.*, 2009 WL 484553, at *6 (Bankr. E.D. Va. Jan. 14, 2009) (adopting similar adequate assurance procedures and holding that "notwithstanding [a] determination on an interim basis that the adequate assurance proposed by the [d]ebtors constitute[d] sufficient adequate assurance under 366(b), [the] utility companies . . . [could still] exercise their rights under 366(c)(2) in accordance with the [p]rocedures established by the [c]ourt"). The Utility Companies still may choose, in accordance with the established Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* On the other hand, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each Utility Company could make an extortionate, lastminute demand for adequate assurance, which the Debtors would be pressured to pay under the threat of losing critical Utility Services. *See id.*

23. Because the Adequate Assurance Procedures are reasonable and accord with the text and purpose of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Similar procedures have been approved in this district in numerous chapter 11 cases. *See, e.g., In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025) [Docket No. 431]; *In re Vyair Med., Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. Jul. 9, 2024) [Docket No. 221]; *In re View, Inc.*, Case No. 24-10692 (CTG) (Bankr. D. Del. Apr. 23, 2024) [Docket No. 117]; *In re American Virtual Cloud Technologies, Inc.*, Case No. 23-10020 (MFW) (Bankr. D. Del. Feb. 3, 2023) [Docket No. 73].

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

24. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

25. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

26. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

27. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; (j) the Utilities Companies; and (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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Stacy L. Newman (No. 5044)
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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**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 _____, 2026, at __:__.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 _____, 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.leafy@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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**FINAL 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 a final order (this "Final Order") 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 solely 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

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.

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 a final basis as set forth herein.
2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of section 366 of the Bankruptcy Code.
3. To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

- 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.

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.

- 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.
- 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.

4. Except as the amount may be adjusted by application of the provisions of this Final Order and as set forth on Exhibit C attached to the Motion, Utility Deposits in the aggregate amount of \$53,104 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company listed on Exhibit C attached to the Motion (the "Utility Company List") 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 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

the affected 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 Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company and this Final Order and the Adequate Assurance Procedures shall apply to any such Subsequently Identified Utility Company that is added to such list, *provided, however*, that to the extent that a 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, the Interim Order, and this Final Order on any 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

9. Pending resolution of any Adequate 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. The Utility Companies are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

10. For the avoidance of doubt, the terms of this Final 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 in accordance with this Final Order.

11. 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.

12. Notwithstanding the relief granted in this Final 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 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.

13. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final 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.

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

15. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

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

Exhibit C**Utility Company List**

UTILITY PROVIDER	ACCOUNT NUMBER(S)	SERVICE	CURRENCY¹	AVERAGE COST PER MONTH (USD)	PROPOSED ADEQUATE TWO-WEEK ASSURANCE
ABC WASTE OF SAVANNAH	10-344908 8	TRASH	USD	\$1,972	\$986
ALLIANT ENERGY	1956244602	GAS & ELECTRIC	USD	\$3,840	\$1,920
AMEREN IP	4554342027	GAS & ELECTRIC	USD	\$5,726	\$2,863
AQUA ILLINOIS, INC.	001479534 0841441 001479534 0841368 001479534 1435336	WATER	USD	\$456	\$228
ASTOUND	1401-1036695-01	INTERNET	USD	\$526	\$263
AT&T	157709661 831693746 440834021001 440 834-0429 784 2 440834042906 831-001-1872 688 339207535	INTERNET, TELEPHONE	USD	\$4,172	\$2,086
BELL	519 582 3081 (649) 519 582 0851 (378) 519 582 3081	TELEPHONE	CAD	\$1,230	\$615
BEST WAY DISPOSAL	K 125688200	TRASH	USD	\$294	\$147

¹ Monetary amounts stated herein that are denominated in Canadian Dollars have been converted to the United States Dollar at an exchange rate of 1.3872 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data <https://fred.stlouisfed.org/series/DEXCAUS> retrieved immediately prior to filing on the Petition Date.

UTILITY PROVIDER	ACCOUNT NUMBER(S)	SERVICE	CURRENCY ¹	AVERAGE COST PER MONTH (USD)	PROPOSED ADEQUATE TWO-WEEK ASSURANCE
BLUETRITON BRANDS, INC.	8720063227	WATER	USD	\$112	\$56
BURRTEC	15041777 SB WHSE 15063071 GEORGIA	TRASH	USD	\$4,686	\$2,343
CITY OF DANVILLE	04-001220-01 04-001230-01	WATER	USD	\$314	\$157
CITY OF GRAND RAPIDS	WS2116965 WS2116966 WS2116967 WS2116968	WATER	USD	\$314	\$157
CITY OF HARRISONBURG	5021320010 5021321510	WATER	USD	\$2,110	\$1,055
CITY OF SAN BERNARDINO	83462-00	WATER	USD	\$1,012	\$506
CITY OF TACOMA	101305705 100031713 A & B	ELECTRIC	USD	\$1,064	\$532
COBB EMC	467530001	ELECTRIC	USD	\$654	\$327
COLUMBIA GAS OF VIRGINIA	10791034 10791035	GAS	USD	\$128	\$64
COMCAST	8771 40 309 0213790	INTERNET	USD	\$794	\$397
CONSUMERS ENERGY	1000 5098 1602 1000 2447 2092 1000 2447 2407 1030 0477 1384	ELECTRIC	USD	\$11,948	\$5,974
DANVILLE SANITARY DISTRICT	07-001220-01 07-001230-01	WATER	USD	\$24	\$12
DTE	9100 216 9772 7	ELECTRIC	USD	\$2,860	\$1,430

UTILITY PROVIDER	ACCOUNT NUMBER(S)	SERVICE	CURRENCY ¹	AVERAGE COST PER MONTH (USD)	PROPOSED ADEQUATE TWO-WEEK ASSURANCE
ENBRIDGE	91004766611 2	GAS	CAD	\$1,020	\$510
FRONTIER COMMUNICATIONS	909-880-9074-091113-5	TELEPHONE	USD	\$206	\$103
GEORGIA POWER	25935-27025	ELECTRIC	USD	\$4,660	\$2,330
HARRISONBURG ELEC. COMMISSION	14521-003	ELECTRIC	USD	\$1,486	\$743
HYDRO ONE	2002 2886 1666	ELECTRIC	CAD	\$500	\$250
JOHNS DISPOSAL SERVICE, INC.	01-182411 8	TRASH	USD	\$1,400	\$700
KALAMAZOO CITY TREASURER	RBO0014402	WATER	USD	\$126	\$63
LINGO	412309123	TELEPHONE	USD	\$1,208	\$604
MURREYS DISPOSAL	2111-11141821 2111-11141822	TRASH	USD	\$2,162	\$1,081
NIPSCO	166-019-003-7	GAS & ELECTRIC	USD	\$10,500	\$5,250
PACIFIC GAS & ELECTRIC	9531327014-2	GAS & ELECTRIC	USD	\$1,058	\$529
PUGENT SOUND ENERGY	200024824266 200006562520 200016246205 34161889 34156939	ELECTRIC	USD	\$4,260	\$2,130
PURITY PLUS	IG08-R-K	WATER	USD	\$50	\$25
R.D. COOKSON DISPOSAL LTD	17	TRASH	CAD	\$500	\$250

UTILITY PROVIDER	ACCOUNT NUMBER(S)	SERVICE	CURRENCY ¹	AVERAGE COST PER MONTH (USD)	PROPOSED ADEQUATE TWO-WEEK ASSURANCE
REPUBLIC SERVICES	3-0715-1071202	WATER	USD	\$280	\$140
REPUBLIC SERVICES #240	3-0240-0313847 3-0240-0424540	TRASH	USD	\$3,740	\$1,870
REPUBLIC SERVICES #726	3-0726-0017370	TRASH	USD	\$2,800	\$1,400
ROLLRIGHT MOBILE TRASH COMPACTION	N/A	TRASH	USD	\$120	\$60
SCANA ENERGY	7-3101-3062-2057	ELECTRIC	USD	\$896	\$448
SMASH MY TRASH - DENVER	N/A	TRASH	USD	\$678	\$339
SO CAL EDISON	Cust # 700407509067 Service # 8000521103 Service # 8021977889	ELECTRIC	USD	\$8,394	\$4,197
SO CAL GAS	068 123 0346 6	GAS	USD	\$80	\$40
SPECTRUM	170862901	TELEPHONE	USD	\$200	\$100
TDS	616-541-3005	TELEPHONE	USD	\$178	\$89
TPX	24014	TELEPHONE	USD	\$4,266	\$2,133
UNITI	205896754	TELEPHONE	USD	\$680	\$340
WASTE MGMT OF CO	25-21515-93002	WASTE	USD	\$1,478	\$739
WASTE MGMT OF GA	17-74955-43006	TRASH	USD	\$510	\$255
WASTE MGMT OF MN	11-87540-23007	WASTE	USD	\$1,562	\$781
WOW!	019638131 019612295	TELEPHONE	USD	\$312	\$156

UTILITY PROVIDER	ACCOUNT NUMBER(S)	SERVICE	CURRENCY ¹	AVERAGE COST PER MONTH (USD)	PROPOSED ADEQUATE TWO-WEEK ASSURANCE
XCEL ENERGY	51-0795463-2 53-0013684916-1 - UNIT A 53-0013684916-1 - UNIT B 53-0013684916-1 - UNIT C	ELECTRIC	USD	\$7,462	\$3,731

This is Exhibit "I" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING THE PAYMENT OF
CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a), 363(b), 507(a)(8), and 541 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and further represent as follows:

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 First Day Declaration.

Relief Requested

1. The Debtors respectfully request entry of an Interim Order and a Final 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, provincial, and federal taxing and regulatory authorities (the “Authorities”)³ and (ii) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b), 507(a)(8), and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11”

³ A schedule identifying the Authorities is attached as **Exhibit C**.

Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

Taxes and Fees Overview

8. In the ordinary course of business, the Debtors collect and pay state, provincial, and federal income tax, franchise taxes, real estate and personal property tax, sales and use taxes, value added tax, and certain other business license fees and other similar assessments, including but not limited to hazmat taxes and commercial activity taxes (collectively, the “Taxes and Fees”).⁴ The Debtors pay or remit, as the case may be, the Taxes and Fees as incurred, or on other intervals, to the applicable Authorities, as required by applicable laws and regulations.

9. Additionally, the Debtors may become subject to routine audit investigations on account of tax returns and/or tax obligations in respect of prior years (“Audits”) during the Chapter 11 Cases, including as a result of any voluntary disclosure agreements or similar procedural

⁴ For the avoidance of doubt, the Taxes and Fees include Income and Franchise Taxes and certain Business Fees (each term as defined below). Other than with respect to potential Audits or Assessments (as defined below), this Motion does not seek relief with respect to the Debtor’s collection and remittance of employee-related taxes and withholdings, which are instead addressed in the *Debtors’ Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtor 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* (the “Wages Motion”), filed contemporaneously herewith.

mechanisms (if applicable). Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, “Assessments”).⁵ The Debtors are not currently subject to any Audit investigations. Accordingly, the Debtors seek authority, but not direction, to pay or remit tax obligations on account of the Assessments as they arise, including as a result of any resolutions of issues addressed in an Audit, including with respect to kinds of Taxes and Fees otherwise addressed in the Wages Motion.

10. The Debtors seek authority, but not direction, to pay and remit all prepetition and postpetition obligations on account of Taxes and Fees and Assessments, including where: (a) Taxes and Fees accrue or are incurred postpetition; (b) Taxes and Fees that have accrued or were incurred prepetition but were not paid prepetition, or were paid in an amount less than actually owed; (c) payments made prepetition by the Debtors that were lost or otherwise not received in full by any of the Authorities; and (d) Taxes and Fees incurred for prepetition periods that become due and payable after the commencement of the Chapter 11 Cases, including as a result of Audits. In addition, for the avoidance of doubt, the Debtors seek authority, but not direction, to pay Taxes and Fees for so-called “straddle” periods (*i.e.*, periods that include the Petition Date).

A. Income and Franchise Taxes

11. In the ordinary course of operating its business, the Debtors incur and pay various federal, state, and local income taxes, and franchise taxes (collectively, the “Income and Franchise Taxes”) to the Authorities. The amount of Income and Franchise Taxes incurred is based on the jurisdictions in which the Debtors do business, generally payable on a quarterly or annual basis.

⁵ Nothing in this Motion or any related order constitutes, or should be construed, as an admission of liability by the Debtors with respect to any Audit or Assessment. The Debtors expressly reserve all rights with respect to any Audit and the right to contest any Assessments claimed to be due as a result of any Audit.

The Debtors year end is June 30 and the Debtors' 2025 tax returns on account of their Income and Franchise Taxes have been filed and paid. Because the Debtors have paid their 2025 Income and Franchise Taxes, subject to further analysis, the Debtors are not currently aware of material Income and Franchise Taxes that are owed.

12. Accordingly, out of an abundance of caution, the Debtors request authority, but not direction, to (i) continue paying Income and Franchise Taxes in the ordinary course of business, consistent with prepetition practices and (ii) pay any prepetition Income and Franchise Taxes as such amounts become due and payable. As of the Petition Date, the Debtors believe approximately \$62,000⁶ of Income and Franchise Taxes will become due and owing within the first twenty-one (21) days of the Chapter 11 Case.

B. Property Taxes

13. The Debtors incur taxes related to certain real and personal property holdings (collectively, the "Property Taxes"), payable to the Authorities in various jurisdictions as such taxes come due in the ordinary course of business, on a monthly or annual basis. The Debtors are not currently aware of material Property Taxes that are owed.

14. Accordingly, the Debtors request authority, but not direction, to (i) continue paying Property Taxes in the ordinary course of business, consistent with prepetition practices, and (ii) pay any prepetition Property Taxes as such amounts become due and payable. As of the Petition Date, the Debtors believe approximately \$224,000 of unpaid prepetition Property Taxes are due

⁶ This amount has been converted from Canadian Dollars to United States Dollars. Monetary amounts stated herein that are denominated in Canadian Dollars have been converted to the United States Dollar at an exchange rate of 1.3872 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data <https://fred.stlouisfed.org/series/DEXCAUS> retrieved immediately prior to filing on the Petition Date.

and owing or will become due and owing within the first twenty-one (21) days of the Chapter 11 Case.

C. Sales and Use Taxes and VAT

15. The Debtors collect and remit sales and use taxes and value added taxes (“VAT”) related to the sale, purchase, and use of goods, and the value added to such goods (collectively, the “Sales and Use Taxes and VAT”) to the Authorities in various jurisdictions in connection with the sale and use of goods and services in such jurisdictions. Generally, the Debtors remit Sales and Use Taxes and VAT to the applicable Authority monthly in arrears. Some Authorities are paid on a weekly basis, and on most business days the Debtors remit some amount of Sales and Use Taxes and VAT. The Debtors are not currently aware of material Sales and Use Taxes and VAT that are owed.

16. Accordingly, out of an abundance of caution, the Debtors request authority, but not direction, to (i) continue paying Sales and Use Taxes in the ordinary course of business, consistent with prepetition practices and (ii) pay any prepetition Sales and Use Taxes and VAT as such amounts become due and payable. As of the Petition Date, the Debtors believe approximately \$150,000 of Sales and Use Taxes will become due and owing within the first twenty-one (21) days of the Chapter 11 Case.

D. Business Licenses, Permits, and Other Fees

17. The Debtors are required to pay various taxes and fees for business licenses, annual reports, various permits, and other similar types of taxes and fees, including but not limited to commercial activity taxes in Oregon and Hazmat Taxes in Washington (collectively, the “Business Fees”) in order to continue conducting its business pursuant to state and local laws, including costs for business registration and annual fees in all states in which the Debtors’ have employees, operations, or was incorporated or formed in. The Business Fees associated with annual renewals

and state reporting requirements vary by jurisdiction and are considered standard in connection with state business registrations. The Debtors remit the required amounts for the Business Fees on a monthly, quarterly, or annual basis, depending on the requirements of the particular taxing authority or governmental authority. The Debtors are not currently aware of material Business Fees that are owed as of the Petition Date.

18. Accordingly, out of an abundance of caution, the Debtors request authority, but not direction, to (i) continue paying Business Fees in the ordinary course of business, consistent with prepetition practices and (ii) pay any prepetition Business Fees as such amounts become due and payable. As of the Petition Date, the Debtors do not believe any amount on account of unpaid prepetition Business Fees is due and owing or will become due and owing within the first twenty-one (21) days of the Chapter 11 Case.

Basis for Relief

I. Certain of the Taxes and Fees May Be Priority Claims Entitled to Priority Treatment under the Bankruptcy Code

19. Claims on account of certain of the Taxes and Fees may be priority claims entitled to payment before general unsecured claims. *See* 11 U.S.C. § 507(a)(8) (describing taxes entitled to priority treatment). Moreover, to the extent that such amounts are entitled to priority treatment under the Bankruptcy Code, the respective Authorities may attempt to assess interest and penalties if such amounts are not paid. *See id.* § 507(a)(8)(G) (granting eighth priority status to “a penalty related to a claim of a kind specified in this paragraph and in compensation for actual pecuniary loss”). Claims entitled to priority status pursuant to section 507(a)(8) of the Bankruptcy Code must be paid in full under a confirmable plan pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Therefore, paying certain Taxes and Fees at this time only affects the timing of the payment for the amounts at issue and will not unduly prejudice the rights and recoveries of junior creditors.

Paying such Taxes and Fees likely will give Authorities no more than they otherwise would be entitled to under a chapter 11 plan and will save the Debtors the potential interest expense, legal expense, and penalties that might otherwise accrue on the Taxes and Fees during the Chapter 11 Cases.

20. Some of the Taxes and Fees may be entitled to secured status with respect to property owned by the Debtors. Moreover, as secured claims, these Taxes and Fees would be entitled to priority treatment if the Debtors sell the property to which Taxes and Fees relate when the Debtors confirm a plan. *See* 11 U.S.C. §§ 506(a), 1129(a)(9)(C); 1129(b)(2)(A) (requiring that any plan of reorganization “crammed down” over a class of secured creditors pay those creditors in full or allow those creditors to retain their liens). Further, such secured claims could accrue interest if not paid timely. Thus, paying such secured Taxes and Fees only affects the timing of the payments, may reduce the ultimate amount owed with respect to such Taxes and Fees, and does not prejudice the rights of other creditors of the Debtors.

II. Payment of the Taxes and Fees as Provided Herein is a Sound Exercise of the Debtors’ Business Judgment

21. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *In re James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983); *see also In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025); *In re PetroQuest Energy, Inc.*, Case No. 24-12609 (CTG) (Bankr. D. Del. Dec. 9, 2024). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

22. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also James A. Phillips*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b) of the Bankruptcy Code).

23. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing

such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *CoServ*, 273 B.R. at 497.

24. Timely payment of the Taxes and Fees is critical to the Debtors’ business. If certain Taxes and Fees remain unpaid, the Authorities may seek to recover such amounts directly from the Debtors’ directors, officers, or employees, thereby distracting such key personnel from the administration of the Chapter 11 Cases. *See, e.g., Schmehl v. Helton*, 662 S.E.2d 697, 707 (W. Va. 2008) (noting that corporate officers may be held responsible for payment of certain corporate taxes); *In re Am. Motor Club, Inc.*, 139 B.R. 578, 581–83 (Bankr. E.D.N.Y. 1992) (stating “[i]f the employer fails to pay over the trust fund taxes, the IRS may collect an equivalent amount directly from officers or employees of the employer who are responsible for collecting the tax” and finding director personally liable for unpaid taxes) (citing *United States v. Energy Res. Co.*, 495 U.S. 545 (1990)). Any collection action on account of such amounts, and any potential ensuing liability, would distract the Debtors and its personnel to the detriment of all parties in interest. The dedicated and active participation of the Debtors’ officers and employees is integral to the orderly administration and, ultimately, the success of the Chapter 11 Cases.

25. Finally, the Debtors' failure to timely pay Taxes and Fees may result in increased tax liability for the Debtors if interest and penalties accrue on the unpaid Taxes and Fees. Such a result would be contrary to the best interests of the Debtors' estates and all stakeholders.

26. Courts in this district routinely approve relief similar to that requested herein. *See, e.g., In re SiFi Networks America, LLC*, Case No. 26-10912 (BLS) (Bankr. D. Del. July 6, 2026) [Docket No. 120]; *In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025) [Docket No. 431]; *In re PetroQuest Energy, Inc.*, Case No. 24-12609 (CTG) (Bankr. D. Del. Dec. 9, 2024) [Docket No. 114]; *In re Vyair Med., Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. Jul. 9, 2024) [Docket No. 219]; *In re Appgate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. May 28, 2024) [Docket No. 106].

27. For the foregoing reasons, the Court should authorize, but not direct, the Debtors to pay all prepetition and postpetition obligations on account of Taxes and Fees, including any Assessments.

**Processing of Checks and Electronic
Fund Transfers Should be Authorized**

28. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of access to cash on hand. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

29. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

30. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

31. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

32. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; (j) the Authorities; and (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**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);

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 _____, 2026, at __:__.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 _____, 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.leafy@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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**FINAL 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 a final order (this “Final 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); and this

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.

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 a final basis as set forth herein.
2. 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 during the pendency of the Chapter 11 Cases, at such time when the Taxes and Fees are payable; 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.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. 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.

5. 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.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final

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. Nothing in this Final Order shall be deemed to authorize the Debtors to pay any past-due taxes.

8. Notwithstanding the relief granted in this Final 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 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.

9. The requirements of Bankruptcy Rule 6004(a) and the Local Rules with respect to notice of the Motion have been satisfied.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

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

Exhibit C**Authorities**

Tax Authority	Tax Type
ALABAMA DEPT OF REVENUE 375 S RIPLEY ST MONTGOMERY, AL 36104	Income Tax
ALASKA DEPARTMENT OF REVENUE 550 W 7TH AVE STE 500 ANCHORAGE, AK 99501-3555	Income Tax
AR. DEPT OF FINANCE AND ADMINISTRATION OFFICE OF STATE REVENUE ADMIN. 7TH & WOLFE ST LITTLE ROCK, AR 72201	Income Tax
ARIZONA DEPT OF REVENUE 1600 W. MONROE PHOENIX, AZ 85007-2650	Income Tax
CALIFORNIA BOARD OF EQUALIZATION CALIFORNIA DEPT OF TAX AND FEE ADMINISTRATION PO BOX 942879 SACRAMENTO, CA 94279-0063	Income Tax
CALIFORNIA FRANCHISE TAX BOARD 1515 CLAY ST STE 305 OAKLAND, CA 94612-1445	Income Tax
COLORADO DEPT OF REVENUE 1881 PIERCE ST, ENTRANCE B LAKEWOOD, CO 80214	Income Tax
CONNECTICUT DEPT OF REVENUE SERVICES 450 COLUMBUS BLVD., STE 1 HARTFORD, CT 06103	Income Tax
DELAWARE DIVISION OF REVENUE 20653 DUPONT BLVD, STE 2 GEORGETOWN, DE 19947	Income Tax

Tax Authority	Tax Type
DISTRICT OF COLUMBIA 1101 4TH STREET, SW STE 270 WASHINGTON, DC 20024	Income Tax
FLORIDA DEPT OF REVENUE PO BOX 7443 TALLAHASSEE, FL 32314-7443	Income Tax
GEORGIA DEPT OF REVENUE 1000 TOWNE CENTER BLVD BLDG 900, STE A POOLER, GA 31322	Income Tax
HAWAII DEPT OF TAXATION 54 S. HIGH STREET 208 WAILUKU, HI 96793-2198	Income Tax
IDAHO STATE TAX COMMISSION 1111 N 8TH AVE POCATELLO, ID 83201-5789	Income Tax
ILLINOIS DEPARTMENT OF REVENUE WILLARD ICE BLDG 101 W JEFFERSON ST SPRINGFIELD, IL 62702	Income Tax
INDIANA DEPT OF REVENUE 100 EXECUTIVE DR STE B LAFAYETTE, IN 47905	Income Tax
IOWA DEPT OF REVENUE 1305 E WALNUT ST, 4TH FL DES MOINES, IA 50319	Income Tax
KANSAS DEPT OF REVENUE 120 SE 10TH AVE TOPEKA, KS 66612-1588	Income Tax
KENTUCKY DEPT OF REVENUE 15100 N US 26 E, STE 2 CORBIN, KY 40701	Income Tax
LOUISIANA DEPT OF REVENUE 617 N THIRD ST BATON ROUGE, LA 70802	Income Tax

Tax Authority	Tax Type
MAINE REVENUE SERVICES 51 COMMERCE DRIVE AUGUSTA, ME 04330	Income Tax
MARYLAND OFFICE OF THE COMPTROLLER REVENUE ADMINISTRATION CENTER TAXPAYER SERVICES DIVISION 60 WEST ST ANNAPOLIS, MD 21411-0001	Income Tax
MASSACHUSETTS DEPT OF REVENUE DIVISION OF LOCAL SERVICES 100 CAMBRIDGE ST, 6TH FL BOSTON, MA 02114-9569	Income Tax
MICHIGAN DEPT OF TREASURY MICHIGAN DEPARTMENT OF TREASURY LANSING, MI 48922	Income Tax
MINNESOTA DEPT OF REVENUE 600 N ROBERT ST. N SAINT PAUL, MN 55101	Income Tax
MISSISSIPPI STATE TAX COMMISSION 500 CLINTON CTR DR CLINTON, MS 39056	Income Tax
MISSOURI DEPT OF REVENUE 301 W HIGH ST, RM 102 JEFFERSON CITY, MO 65101	Income Tax
MONTANA DEPT OF REVENUE PO BOX 5805 HELENA, MT 59604-5805	Income Tax
N.D. OFFICE OF STATE TAX COMMISSIONER 600 E BLVD AVE, DEPT 127 BISMARCK, ND 58505-0599	Income Tax
NEBRASKA DEPT OF REVENUE 200 S SILBER ST NORTH PLATTE, NE 69101-4200	Income Tax
NEVADA DEPT OF TAXATION 3850 ARROWHEAD DR CARSON CITY, NV 89706	Income Tax

Tax Authority	Tax Type
NEW HAMPSHIRE DEPT OF REVENUE ADMIN 109 PLEASANT ST CONCORD, NH 03301	Income Tax
NEW JERSEY DEPT OF THE TREASURY DIVISION OF ADMINISTRATION PO BOX 211 TRENTON, NJ 08625-0211	Income Tax
NEW MEXICO TAXATION AND REVENUE 1200 S ST FRANCIS DRIVE SANTA FE, NM 87504-0630	Income Tax
NEW YORK DEPT. OF FINANCE CORRESPONDENCE UNIT ONE CENTRE ST, 22ND FL NEW YORK, NY 10007	Income Tax
NORTH CAROLINA DEPT OF REVENUE 501 N WILMINGTON ST RALEIGH, NC 27604	Income Tax
OHIO DEPT OF TAXATION PO BOX 182131 COLUMBUS, OH 43218-2131	Income Tax
OKLAHOMA TAX COMMISSION 300 N BROADWAY AVE OKLAHOMA CITY, OK 73102	Income Tax
OREGON DEPT OF REVENUE 955 CENTER ST NE SALEM, OR 97301	Income Tax
PENNSYLVANIA DEPARTMENT OF REVENUE HARRISBURG DISTRICT OFFICE 1131 STRAWBERRY SQ HARRISBURG, PA 17128-0101	Income Tax
RHODE ISLAND DIVISION OF TAXATION ONE CAPITOL HILL PROVIDENCE, RI 02908-5800	Income Tax
SOUTH CAROLINA DEPT OF REVENUE 300A OUTLET POINTE BOULEVARD COLUMBIA, SC 29210	Income Tax

Tax Authority	Tax Type
SOUTH DAKOTA DEPT OF REVENUE 445 E CAPITOL AVE PIERRE, SD 57501	Income Tax
TENNESSEE DEPT OF REVENUE 500 DEADERICK ST NASHVILLE, TN 37242	Income Tax
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS LYNDON B JOHNSON STATE OFFICE BLDG 111 E 17TH ST AUSTIN, TX 78774	Income Tax
UTAH STATE TAX COMMISSION 210 N 1950 W SALT LAKE CITY, UT 84116	Income Tax
VERMONT DEPT OF TAXES 133 STATE ST MONTPELIER, VT 05602	Income Tax
VIRGINIA DEPT OF TAXATION 1957 WESTMORELAND STREET RICHMOND, VA 23230	Income Tax
WASHINGTON STATE DEPT OF REVENUE EXECUTIVE OFFICE PO BOX 47450 OLYMPIA, WA 98504-7450	Income Tax
WEST VIRGINIA STATE TAX DEPT 1001 LEE ST EAST CHARLESTON, WV 25301	Income Tax
WISCONSIN DEPT OF REVENUE 2135 RIMROCK RD MADISON, WI 53713	Income Tax
WYOMING DEPT OF REVENUE 122 WEST 25TH ST, STE E301 HERSCHLER BUILDING EAST CHEYENNE, WY 82002-0110	Income Tax
CANADA REVENUE AGENCY 875 HERON RD OTTAWA ON K1A 1B1	Income Tax

Tax Authority	Tax Type
ALABAMA DEPT OF REVENUE INDIVIDUAL & CORPORATE TAX DIVISION 50 N RIPLEY ST MONTGOMERY, AL 36130	Franchise Tax
ARKANSAS SECRETARY OF STATE OFFICE STATE CAPITOL 500 WOODLANE ST, STE 256 LITTLE ROCK, AR 72201	Franchise Tax
CALIFORNIA FRANCHISE TAX BOARD 1515 CLAY ST STE 305 OAKLAND, CA 94612-1445	Franchise Tax
DELAWARE DEPARTMENT OF STATE 401 FEDERAL ST, STE 3 DOVER, DE 19901	Franchise Tax
DELAWARE DIVISION OF REVENUE 20653 DUPONT BLVD, STE 2 GEORGETOWN, DE 19947	Franchise Tax
DEPARTMENT OF BUSINESS SERVICES ALEXI GIANNOILIAS, SECRETARY OF STATE 501 S SECOND ST, RM 350 SPRINGFIELD, IL 62756	Franchise Tax
DISTRICT OF COLUMBIA OF TAX & REVENUE 1101 4TH ST SW, STE 270 W WASHINGTON, DC 20024	Franchise Tax
GEORGIA DEPT OF REVENUE 1000 TOWNE CENTER BLVD BUILDING 900, SUITE A POOLER, GA 31322	Franchise Tax
LOUISIANA DEPT OF REVENUE 617 N THIRD ST BATON ROUGE, LA 70802	Franchise Tax
MISSISSIPPI DEPARTMENT OF REVENUE 500 CLINTON CENTER DR CLINTON, MS 39056	Franchise Tax
MISSOURI DEPT OF REVENUE 301 W HIGH ST, RM 102 JEFFERSON CITY, MO 65101	Franchise Tax

Tax Authority	Tax Type
NEW YORK DEPT. OF TAXATION AND FINANCE OFFICE OF COUNSEL BUILDING 9 WA HARRIMAN CAMPUS ALBANY, NY 12227	Franchise Tax
NORTH CAROLINA DEPT OF REVENUE 501 N WILMINGTON ST RALEIGH, NC 27604	Franchise Tax
OFFICE OF THE ILLINOIS SECRETARY OF STATE 213 STATE CAPITOL SPRINGFIELD, IL 62756	Franchise Tax
OKLAHOMA TAX COMMISSION 501 N. LINCOLN BLVD. OKLAHOMA CITY, OK 73914	Franchise Tax
TENNESSEE DEPT OF REVENUE 500 DEADERICK ST NASHVILLE, TN 37242	Franchise Tax
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS LYNDON B JOHNSON STATE OFFICE BLDG 111 E 17TH ST AUSTIN, TX 78774	Franchise Tax
WEST VIRGINIA STATE TAX DEPT THE REVENUE CENTER 1001 LEE ST EAST CHARLESTON, WV 25301	Franchise Tax
ALABAMA DEPT OF REVENUE 375 S RIPLEY ST MONTGOMERY, AL 36104	Sales and Use Tax
ALASKA REMOTE SELLER SALES TAX COMMISSION ONE SEALASKA PLZ, STE 200 JUNEAU, AK 99501	Sales and Use Tax
ARIZONA DEPT OF REVENUE 1600 W MONROE ST PHOENIX, AZ 85007	Sales and Use Tax

Tax Authority	Tax Type
ARKANSAS DEPT OF FINANCE AND ADMINISTRATION LEDBETTER BLDG 1816 W 7TH ST, RM 1330 LITTLE ROCK, AR 72201	Sales and Use Tax
CALIFORNIA DEPT OF TAX & FEE ADMIN ATTN DIRECTOR 651 BANNON ST, STE 100 SACRAMENTO, CA	Sales and Use Tax
COLORADO DEPT OF REVENUE 1881 PIERCE ST ENTRANCE B LAKEWOOD, CO 80214	Sales and Use Tax
COMMONWEALTH OF PENNSYLVANIA PA DEPT OF REVENUE 3 REVENUE PL HARRISBURG, PA	Sales and Use Tax
COMPTROLLER OF MARYLAND GOLDSTEIN TREASURY BLDG 80 CALVERT ST ANNAPOLIS, MD 21401	Sales and Use Tax
CONNECTICUT DEPT OF REVENUE 450 COLUMBUS BLVD, STE 1 HARTFORD, CT	Sales and Use Tax
DISTRICT OF COLUMBIA OF TAX & REVENUE 1101 4TH ST SW, STE 270 W WASHINGTON, DC 20024	Sales and Use Tax
FLORIDA DEPARTMENT OF REVENUE 5050 W TENNESSEE ST TALLAHASSEE, FL	Sales and Use Tax
GEORGIA TAX DEPARTMENT 2595 CENTURY PKWY, NE ATLANTA, GA	Sales and Use Tax
HAWAII DEPT OF TAXATION 830 PUNCHBOWL ST HONOLULU, GA	Sales and Use Tax

Tax Authority	Tax Type
IDAHO STATE TAX COMMISSION 11321 W CHINDEN BLVD BOISE, ID	Sales and Use Tax
ILLINOIS DEPARTMENT OF REVENUE WILLARD ICE BLDG 101 W JEFFERSON ST SPRINGFIELD, IL 62702	Sales and Use Tax
INDIANA DEPARTMENT OF REVENUE INDIANA GOVERNMENT CENTER NORTH 100 N SENATE AVE INDIANAPOLIS, IN 46204	Sales and Use Tax
IOWA DEPARTMENT OF REVENUE HOOVER STATE OFFICE BLDG, 1ST FL 1305 E WALNUT DES MOINES, IA 50319	Sales and Use Tax
KANSAS DEPARTMENT OF REVENUE SCOTT STATE OFFICE BLDG 120 SE 10TH AVE TOPEKA, KS	Sales and Use Tax
KENTUCKY DEPARTMENT OF REVENUE 501 HIGHT ST FRANKPORT, KY 40601	Sales and Use Tax
LOUISIANA DEPARTMENT OF REVENUE 617 NORTH THIRD ST BATON ROUGUE, LA 70802	Sales and Use Tax
MAINE REVENUE SERVICES 51 COMMERCE DR AUGUSTA, ME	Sales and Use Tax
MASSACHUSETTS DEPARTMENT OF REVENUE 100 CAMBRIDGE ST BOSTON, MA	Sales and Use Tax
MICHIGAN DEPARTMENT OF TREASURY RICHARD H AUSTIN BLDG 430 W ALLEGAN ST LANSING, MI 48922	Sales and Use Tax

Tax Authority	Tax Type
MINNESOTA DEPARTMENT OF REVENUE 600 N ROBERT ST MAIL STATION 6330 ST PAUL, MN	Sales and Use Tax
MISSOURI DEPARTMENT OF REVENUE HARRY S TRAUMAN STATE BLDG 301 WEST HIGH ST JEFFERSON CITY, MO 65101	Sales and Use Tax
NEBRASKA DEPT OF REVENUE NEBRASKA STATE OFFICE BLDG 301 CENTENNIAL MALL S LINCOLN, NE 68508	Sales and Use Tax
NEVADA DEPT OF TAXATION 700 E WARM SPRINGS RD, 2ND FL LAS VEGAS, NV 89119	Sales and Use Tax
NORTH CAROLINA DEPT OF REVENUE 501 N WILMINGTON ST RALEIGH, NC 27604	Sales and Use Tax
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER 600 E BOULEVARD AVE, DEPT 127 BISMARCK, ND	Sales and Use Tax
NYS DEPT OF TAXATION & FINANCE OFF OF INTERNAL AFFAIRS W A HARRIMAN CAMPUS, BLDG 8- RM 45 ALBANY, NY 12227	Sales and Use Tax
OHIO DEPT OF TAXATION BUSINESS TAX DIV ATTN STEVE RUSSELL 4485 NORTHLAND RIDGE BLVD COLUMBUS, OH 43229	Sales and Use Tax
OKLAHOMA TAX COMMISSION 2501 N LINCOLN BLVD OKLAHOMA CITY, OK 73194	Sales and Use Tax
SOUTH CAROLINA DEPT OF REVENUE 300A OUTLET POINTE BLVD COLUMBIA, SC 29210	Sales and Use Tax

Tax Authority	Tax Type
STATE OF MISSISSIPPI DEPT OF REVENUE SOUTH POINTE BUSINESS PARK 500 CLINTON CENTER DR CLINTON, MS 39056	Sales and Use Tax
STATE OF NJ DEPT OF TREASURY DIV OF TAXATION 3 JOHN FITCH WAY, 5TH FL PO BOX 245 TRENTON, NJ	Sales and Use Tax
STATE OF RHODE ISLAND DIV OF TAXATION REGISTRATION SECTION ONE CAPITOL HILL PROVIDENCE, RI	Sales and Use Tax
STATE OF WISCONSIN DEPT OF REVENUE 2135 RIMROCK ROAD 53713 MADISON, WI 53713	Sales and Use Tax
TAXATION & REVENUE OF NEW MEXICO ATTN DEPUTY DIR 1200 SOUTH ST FRANCIS DR SANTA FE, NM 87505	Sales and Use Tax
TENNESSEE DEPT OF REVENUE ANDREW JACKSON STATE OFFICE BLDG 500 DEADERICK ST NASHVILLE, TN 37242	Sales and Use Tax
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS LYNDON B JOHNSON STATE OFFICE BLDG 111 E 17TH ST AUSTIN, TX 78711	Sales and Use Tax
UTAH STATE TAX COMMISSION 210 N 1950 WEST SALT LAKE CITY, UT 84134	Sales and Use Tax
VERMONT DEPT OF TAXES 133 STATE ST, 1ST FL MONTPELIER, VT	Sales and Use Tax
VIRGINIA DEPT OF TAXATION 1957 WESTMORELAND ST RICHMOND, VA 23230	Sales and Use Tax

Tax Authority	Tax Type
WASHINGTON DEPT OF REVENUE ATTN BANKRUPTCY UNIT 3315 S 23RD ST, STE 300 TACOMA, WA 98405	Sales and Use Tax
WEST VIRGINIA STATE TAX DEPT 1001 LEE ST EAST CHARLESTON, WV 25301	Sales and Use Tax
WYOMING DEPT OF REVENUE EXCISE TAX DIVISION 122 WEST 25TH ST, STE E301 CHEYENNE, WY 82002	Sales and Use Tax
CANADA BORDER SERVICES AGENCY OTTAWA, ON K1A 0L8	Sales and Use Tax
CHARTER TOWNSHIP OF COMSTOCK 5858 KING HWY KALAMAZOO, MI 49048	Personal Property Tax
CHATHAM COUNTY TAX COMMISSIONER 222 W OGLETHORPE AVE 107 SAVANNAH, GA 31401	Personal Property Tax
CITY AND COUNTY OF DENVER TREASURY DIVISION 201 W COLFAX AVE DEPT 1009 DENVER, CO 80202	Personal Property Tax
CITY OF BALDWIN TAX COMMISSIONER OFFICE 150 HUDSON RIDGE, STE 7 HOMER, GA 30547	Personal Property Tax
CITY OF GRAND RAPIDS ASSESSOR'S OFFICE 300 MONROW AVE, NW GRAND RAPIDS, MI 49503	Personal Property Tax
CITY OF HARRISONBURG OFFICE OF THE TREASURER 409 S MAIN ST HARRISONBURG, MI 22801	Personal Property Tax

Tax Authority	Tax Type
CITY OF KENTWOOD OFFICE OF THE TREASURER 4900 BRETON AVE, SE KENTWOOD, MI 49508	Personal Property Tax
COBB COUNTY TAX COMMISSIONER 736 WHITLOCK AVE MARIETTA, GA 30064	Personal Property Tax
DENTON COUNTY TAX OFFICE 1505 E MCKINNEY ST DENTON, TX	Personal Property Tax
LAKE COUNTY TREASURER 2293 N MAIN ST CROWN POINT, IN 46307	Personal Property Tax
LUBBOCK CENTRAL APPRAISAL DISTRICT 2109 AVE Q LUBBOCK, TX 79411	Personal Property Tax
PIERCE COUNTY ASSESSOR-TREASURER 2401 S 35TH ST, RM 142 TACOMA, WA 99409	Personal Property Tax
SAN BERNARDINO COUNTY OFFICE OF THE TREASURER 268 W HOSPITALITY LN, 4TH FL SAN BERNARDINO, CA 92410	Personal Property Tax
TULARE COUNTY TREASURER-TAX COLLECTOR 221 S MOONEY BLVD, RM 104-E VISALIA, CA 93291	Personal Property Tax
NORFOLK COUNTY 50 COLBORNE ST S SIMCOE ON N3Y 4H3	Personal Property Tax
OHIO DEPARTMENT OF TAXATION BUSINESS TAX DIVISION P.O. BOX 16678 COLUMBUS, OH 43216-6678	Corporate Activity Tax (CAT)
OREGON DEPT OF REVENUE 955 CENTER ST NE SALEM, OR 97301	Corporate Activity Tax (CAT)

Tax Authority	Tax Type
WASHINGTON STATE DEPT OF REVENUE 6500 LINDERSON WAY SW TUMWATER, WA 98501	Hazardous Substance Tax (HST)
OFFICE OF SEC. OF STATE OF COLORADO HON. JENA GRISWOLD 1700 BROADWAY, STE 550 DENVER, CO 80290	Business Licensing
OFFICE OF SEC. OF STATE OF DELAWARE HON. JEFFREY W. BULLOCK 401 FEDERAL ST DOVER, DE 19901	Business Licensing
OFFICE OF SEC. OF STATE OF GEORGIA HON. BRAD RAFFENSPERGER 214 STATE CAPITOL ATLANTA, GA 30334	Business Licensing
OFFICE OF SEC. OF STATE OF INDIANA HON. DIEGO MORALES 200 W WASHINGTON ST, ROOM 201 INDIANAPOLIS, IN 46204	Business Licensing
OFFICE OF SEC. OF STATE OF IOWA HON. PAUL D. PATE LUCAS BLDG, 1ST FL 321 E 12TH ST DES MOINES, IA 50319	Business Licensing
OFFICE OF SEC. OF STATE OF KANSAS HON. SCOTT SCHWAB MEMORIAL HALL - 1ST FL 120 SW 10TH AVE TOPEKA, KS 66612	Business Licensing
OFFICE OF SEC. OF STATE OF KENTUCKY HON. MICHAEL G ADAMS 700 CAPITAL AVE, STE 152 FRANKFORT, KY 40601	Business Licensing
OFFICE OF SEC. OF STATE OF MARYLAND HON. SUSAN C LEE 16 FRANCIS ST ANNAPOLIS, MD 21401	Business Licensing

Tax Authority	Tax Type
OFFICE OF SEC. OF STATE OF MICHIGAN HON. JOCELYN BENSON RICHARD H. AUSTIN BLDG - 4TH FL 430 W. ALLEGAN ST LANSING, MI 48918	Business Licensing

This is Exhibit "J" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTOR'S MOTION
FOR ENTRY OF INTERIM AND FINAL
ORDERS (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**

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate

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.

the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration")² and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of an Interim Order and a Final Order (i) authorizing, but not directing, the Debtors to (a) maintain coverage under the Insurance Policies, Surety Bond, and Letter of Credit (each as defined herein) 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.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105 and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

The Insurance Policies and Related Payment Obligations

8. In the ordinary course of business, the Debtors maintain approximately seventeen (17) insurance policies (collectively, the “Insurance Policies”) administered by various third-party insurance carriers (collectively, the “Insurance Carriers”). The Insurance Policies provide coverage for, among other things, the Debtors’ general, automobile, cyber, professional liability, foreign liability, workers’ compensation,³ umbrella and excess coverage, and directors’ and

³ The Debtor’s workers’ compensation policy is not reflected in **Exhibit C**. The Debtors have separately sought authorization to honor their obligations under their workers’ compensation program through the *Debtors’ Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtor 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* (the “Wages Motion”) filed contemporaneously herewith. This Motion asks the Court to authorize, but not direct, the Debtor’s payment of any prepetition obligations on account of other related Insurance Policies.

officers' liability. The premiums are not financed with a financing company, though some policies are paid over time.

9. The Insurance Policies, which are set forth on Exhibit C attached hereto, are essential to the ongoing operation of the Debtors' business. The Insurance Policies generally are one year in length and renew annually. The annual premiums for the Insurance Policies total approximately \$1.6 million in the aggregate, not including deductibles.⁴ The Debtors estimate that, as of the Petition Date, there are no outstanding premiums due on account of the Insurance Policies. Nevertheless, out of an abundance of caution, the Debtors seek authority, but not direction, to pay prepetition obligations, if any, on account of the Insurance Policies in the ordinary course of business to ensure uninterrupted coverage thereunder.

10. The Debtors' ability to maintain the Insurance Policies, to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary course of business, is essential to preserving the value of the Debtors' estates. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the U.S. Trustee that a chapter 11 debtor maintain adequate insurance coverage. Accordingly, the Debtors seek authorization, but not direction, to maintain the Insurance Policies, to pay related prepetition obligations, to renew,

⁴ Some of the Insurance Policies require the Debtors to pay a per-incident deductible (collectively, "Deductibles"). Generally, if a claim is made against such Insurance Policies, the applicable insurance carrier will administer the claim and make payments in connection therewith in accordance with the terms of such policy, and the insurance carrier will have a claim against the Debtors in the amount of the applicable Deductible. Alternatively, certain of the Insurance Policies use self-insured retentions on a per-claim basis (collectively, "SIRs") instead of Deductibles. If a claim is made under such Insurance Policies, the Debtors must make payments in the first instance (whether related to defense costs or on account of the underlying liability) up to the amount of the SIR and, once the Debtors have made payments to satisfy such amount, the carrier becomes obligated to cover remaining costs in accordance with the terms of such policy. Out of an abundance of caution, the Debtors seek authority, but not direction, to pay all prepetition amounts that may be due and owing on account of the Deductibles and to continue honoring all payment obligations under the Deductibles in the ordinary course of business to ensure uninterrupted coverage thereunder.

supplement, or modify the Insurance Policies as needed, to enter into new insurance policies in the ordinary course of business.

The Debtor's Insurance Broker

11. The Debtors obtain their Insurance Policies through Lockton (the “Broker”). The Broker, among other things: (a) assists the Debtors in obtaining comprehensive insurance coverage for their operations in a cost-effective manner; (b) manages renewal data; and (c) provides ongoing support throughout the applicable policy periods for the Insurance Policies. In exchange for these services, the Debtors pay the Broker brokerage fees (collectively, the “Insurance Brokerage Fees”) which are layered into the premiums the Debtors pay for their Insurance Policies.

12. As of the Petition Date, the Debtors do not believe that they owe any amounts to the Broker on account of Insurance Brokerage Fees. Out of an abundance of caution, however, the Debtors seek authority, but not direction, to pay prepetition obligations, if any, owed to the Broker and continue to pay the Broker for services rendered in the ordinary course of business to ensure uninterrupted coverage under their Insurance Policies.

13. The Debtors believe that continuation of the Broker's services is necessary to assure the Debtors' ability to secure Insurance Policies on advantageous terms at competitive rates, facilitate the proper maintenance of the Insurance Policies postpetition, administer insurance-related claims on a postpetition basis, and ensure adequate protection of the Debtors' property postpetition. Out of an abundance of caution, to the extent any prepetition amounts remain outstanding, the Debtors seek authority to pay and/or reimburse the Broker any amounts owed on account of Insurance Brokerage Fees or any other prepetition obligations in full, in cash, in the ordinary course of business and to continue paying Insurance Brokerage Fees on a postpetition basis in the ordinary course of business and consistent with past practices.

The Surety Bond and Letter of Credit

14. In the ordinary course of business, the Debtors are required to maintain one license and permit bond (the “Surety Bond”) issued by Travelers Casualty and Surety Company of America (the “Surety”) to operate their business in Pickaway County, Ohio (“Pickway”). The Debtors are required to maintain the Surety Bond in order to lawfully conduct their business and operations in Pickway. As such, failing to provide, maintain, or timely replace the Surety Bond will prevent the Debtors from continuing their operations in the ordinary course. The total annual premium for the Surety Bond is \$100.00.

15. The Debtors also maintain a letter of credit in connection with customs obligations (the “Letter of Credit”). As of the Petition Date, the Debtors have one outstanding letter of credit, which is issued by Royal Bank of Canada (the “Issuing Bank”) in the amount \$140,000 CAD.

16. To continue their business operations during these Chapter 11 Cases, the Debtors must be able to maintain the Surety Bond and Letter of Credit. Accordingly, the Debtors seek authority, but not direction, to pay any outstanding prepetition amounts owed in connection with the Surety Bond and Letter and Credit and to continue to honor their obligations thereunder as they come due in the ordinary course of business on a postpetition basis, and to renew, amend, supplement, extend, or purchase surety bonds or letters of credit, as needed, in the ordinary course of business and consistent with prepetition practice.

BASIS FOR RELIEF

17. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business’ going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989). In so doing, these courts acknowledge that

several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

18. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

19. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of

necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can only be fulfilled by the preplan satisfaction of a prepetition claim. *See CoServ*, 273 B.R. at 497.

20. The relief requested herein is necessary to allow the Debtors to maintain appropriate Insurance Policies and keep the Surety Bond and Letter of Credit in place to maximize the value of their estates during the Chapter 11 Cases. Failure to maintain appropriate Insurance Policies, the Surety Bond, and Letter of Credit could, among other things, expose the Debtors to significant economic risk and also violate applicable legal requirements (including the U.S. Trustee’s operating guidelines).

21. Relief similar to the relief requested herein has been granted in this District in numerous chapter 11 cases. *See, e.g., In re SiFi Networks America, LLC*, Case No. 26-10912 (BLS) (Bankr. D. Del. Jul. 6, 2026) [Docket No. 122]; *In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 10, 2025) [Docket No. 343]; *In re PetroQuest Energy, Inc.*, Case No. 24-12609 (CTG) (Bankr. D. Del. Dec. 10, 2024) [Docket No. 140]; *In re Vyaire Med.*,

Inc., Case No. 24-11217 (BLS) (Bankr. D. Del. Jul. 9, 2024) [Docket No. 224]; *In re View, Inc.*, Case No. 24-10692 (CTG) (Bankr. D. Del. Apr. 23, 2024) [Docket No. 118].

**Processing of Checks and
Electronic Fund Transfers Should be Authorized**

22. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of access to cash on hand and anticipated access to debtor-in-possession financing. In addition, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

23. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and

irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

24. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

25. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

26. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; (j) the Insurance Carriers, Broker, Surety, and Issuing Bank; and (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**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 _____, 2026, at __:__.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 _____, 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.leafy@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

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**FINAL 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 a final order (this “Final 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 consideration of the

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.

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 a final basis as set forth herein.
2. The Debtors shall serve a copy of this Final Order on each Insurance Carrier listed in **Exhibit C** attached to the Motion within two (2) business days after entry of this Final Order
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; 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 Final Order.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final 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 Final 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 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.

9. Notwithstanding Bankruptcy Rule 6004(h), this Final 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 Final Order.

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

Exhibit C

Insurance Policies

Insurance Policies

Line of Coverage	Carrier	Policy Number	Effective Date	Expiration Date	Coverage Amount		Premium Amount
Cyber	ACEAmerican	D03502454	01/21/2026	01/21/2027	\$3,000,000		\$55,296
Package	Travelers Property Casualty Company of America	Y-630-0T50752A-TIL-26	01/21/2026	01/21/2027	Deluxe Property	\$27,255,994 - \$142,950,000	\$474,821
					Employee Benefits	\$2,000,000	
					Commercial General Liability	\$2,000,000	
Auto	Travelers Property Casualty Company of America	810-0T506595-26-14-G	01/21/2026	01/21/2027	\$1,000,000		\$182,187
Workers Compensation and Employers Liability	Travelers Property Casualty Company of America	UB-0T50963A-26-14-G	01/21/2026	01/21/2027	\$1,000,000		\$310,521
Foreign	Travelers Property Casualty Company of America	ZGC-16P45737	01/21/2026	01/21/2027	Employee Benefits Liability	\$2,000,000	\$55,000
					General Liability	\$2,000,000	
					Auto	\$1,000,000	
					Employers Liability	\$1,000,000	
Umbrella	Travelers Property Casualty Company of America	CUP-0T560169-26-14	01/21/2026	01/21/2027	\$10,000,000		\$138,998

Line of Coverage	Carrier	Policy Number	Effective Date	Expiration Date	Coverage Amount		Premium Amount
Excess Liability	MS Transverse Specialty Insurance Company	TSUEEX0001415-00	01/21/2026	01/21/2027	\$5,000,000		\$62,500
Executive Risk	Federal Insurance Company	J07003730	01/21/2026	01/21/2027	D&O	\$5,000,000	\$89,672
					Employment	\$3,000,000	
					Fiduciary	\$3,000,000	
					Crime	\$1,000,000	
Auto	Travelers Property Casualty Company of America	QT-660-9S585737-TIL-26	01/21/2026	01/21/2027	Land Vehicle or Container	\$100,000	\$5,899
					Property	\$200,000	
Ocean Cargo	Travelers Property Casualty Company of America	ZOE-71N47635-26-ND	01/21/2026	01/21/2027	\$10,000		\$5,316
Professional Liability	Lloyd's of London	PF01814A25	01/28/2026	01/28/2027	\$1,000,000		\$26,875
Pollution	Allied World Assurance Company (U.S.) Inc.	0313-4793	08/01/2025	08/01/2028	\$1,000,000		\$19,378
D&O	Endurance American Specialty Insurance Company	ADL30115183100	08/03/2026	08/03/2027	\$5,000,000		\$62,000
D&O Excess	Ambridge Partners LLC	AMB08177	08/03/2026	08/03/2027	\$5,000,000		\$49,600

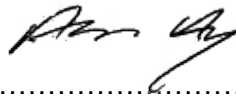
Line of Coverage	Carrier	Policy Number	Effective Date	Expiration Date	Coverage Amount		Premium Amount
Package	Travelers Insurance Company of Canada	UXTRV31554	01/21/2026	01/21/2027	Commercial General Liability	\$4,000,000	\$51,916.67 ¹
					Employer's Liability	\$1,000,000	
					Employee Benefits	\$1,000,000	
					Commercial Property	<u>Premises #1</u> Building Limit: \$4,622,976 Business Personal Property Limit: \$10,095,228	
						<u>Premises #2</u> Building Limit: \$1,378,000 Business Personal Property Limit: \$2,224,350	
						Business Income	
					Auto	\$1,000,000	

¹ This amount has been converted from Canadian Dollars to United States Dollars. Monetary amounts stated herein that are denominated in Canadian Dollars have been converted to the United States Dollar at an exchange rate of 1.3872 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data <https://fred.stlouisfed.org/series/DEXCAUS> retrieved immediately prior to filing on the Petition Date.

Line of Coverage	Carrier	Policy Number	Effective Date	Expiration Date	Coverage Amount	Premium Amount
Auto	The Dominion of Canada General Insurance Company	ANR2279494	01/21/2026	01/21/2027	\$2,000,000	\$1,156.15 ²

² This amount has been converted from Canadian Dollars to United States Dollars. Monetary amounts stated herein that are denominated in Canadian Dollars have been converted to the United States Dollar at an exchange rate of 1.3872 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data <https://fred.stlouisfed.org/series/DEXCAUS> retrieved immediately prior to filing on the Petition Date.

This is Exhibit "K" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(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**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a), 362, 363(b), and 507(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First

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.

Day Declaration”)² and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of the Interim Order and the Final 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.

Jurisdiction And Venue

2. This Court has jurisdiction to consider this Motion under 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are sections 105(a), 362, 363(b), and 507(a) of the Bankruptcy Code and Local Rules 2002-1 and 9013-1.

Background

4. On the date hereof (the “Petition Date”), each Debtor commenced a Chapter 11 case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

5. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

6. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Cases.

7. As of the Petition Date, the Debtors have a workforce of approximately 461 full-time employees (the "Employees"), 31 of which are employed by Debtor De Cloet Greenhouse Mfg. Ltd. (an Ontario Corporation) (the "Canadian Debtor"), and approximately seven (7) Independent Contractors (as defined below). Full-time employees are those who work at least 30 hours per week. The Employees provide a variety of commercial, operational, and administrative functions. The Employees include personnel that are intimately familiar with the Debtors' businesses and thus, the Employees' understanding of the Debtors' operations is essential to the effective operation of the Debtors' businesses and their ability to maximize value in these Chapter 11 Cases.

8. As more fully described below, in the ordinary course of business, the Debtors maintain compensation and benefits programs for their Employees and pay various administrative fees in connection therewith (collectively, the "Employee Programs," and the obligations to the Employees and other parties thereunder, the "Employee Obligations").³

³ The summary of the Employee Obligations and Employee Programs provided herein is qualified entirely by the Debtors' official policies or other practices, programs, or agreements, whether written or unwritten, evidencing an arrangement among the Debtors and their Employees (each, an "Official Policy"). In the event of any inconsistency or ambiguity between the summary contained herein and an Official Policy, the terms of such

9. The Debtors need the Employees' continued commitment and support. Therefore, the Debtors are requesting the relief set forth in this Motion to honor their ongoing obligations to the Employees and to minimize any hardship to the Employees resulting from the commencement of the Chapter 11 Cases. The Debtors must take all necessary steps to retain the Employees to preserve and maximize the value of the Debtors' estates.

10. The following chart reflects the Debtors' estimates of prepetition Employee Obligations that are or will become due and payable during the interim and final periods.

Employee Obligations	Interim Amount	Final Amount⁴
Compensation Obligations		
Wages	\$642,664.36	\$642,664.36
Commissions	\$11,534.03	\$28,907.15
Payroll Processing Fees	\$6,500	\$6,500
Withholdings	\$45,000	\$45,000
Independent Contractor Obligations	\$14,000	\$14,000
Paid Time Off		
PTO and Holidays	\$45,208.77	\$844,274.51 ⁵
Other Time Off Policies	\$5,000	\$5,000
Reimbursable Expenses & Corporate Cards	\$212,000	\$212,000
Health and Welfare Programs		
Health Insurance Benefits	\$37,092.27	\$37,092.27
HSA Employer Contributions	\$10,000	\$10,000
Disability and Life Benefits	\$4,750	\$4,750
Employee Assistance Program	\$0.00	\$0.00
Voluntary Benefits Remittance Obligations	\$3,400	\$3,400
Other		
Workers' Compensation Program	\$0.00	\$56,325.26
401(k) Plan	\$26,000	\$26,000
RRSP	\$1,802.19	\$1,802.19
Total:	\$1,064,951.62	\$1,937,715.74

Official Policy shall govern, but, for the avoidance of doubt, in no event shall the Debtors make any prepetition payments or honor any prepetition obligations other than what is authorized by the Court after consideration of this Motion.

⁴ Monetary amounts stated in this Motion include amounts that are denominated in Canadian Dollars that have been converted to the United States Dollar at an exchange rate of 1.3872 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data <https://fred.stlouisfed.org/series/DEXCAUS> retrieved immediately prior to filing on the Petition Date.

⁵ As described herein, this amount is not a current cash obligation.

11. The Debtors will not pay any Employee an amount in excess of the \$17,150 limit contained in section 507(a)(4) of the Bankruptcy Code (the “Priority Cap”) on account of prepetition Employee Obligations unless such amount is required to be paid under applicable state or foreign law.

A. Compensation Obligations

i. Wages

12. In the ordinary course of business, the Debtors pay their Employees for wages, overtime, and similar obligations (the “Wages”) on a biweekly basis and two (2) weeks in arrears. The Debtors’ payroll obligations are approximately \$4.5 million per month. Because the Employees are paid in arrears, the Debtors will owe the Employees accrued but unpaid Wages as of the Petition Date. By this Motion, the Debtors seek authority to continue paying Wages in the ordinary course and pay any prepetition amounts, subject to Priority Cap, that may in fact be due and owing. As of the Petition Date, the aggregate amount of earned but unpaid prepetition Wages totals approximately \$642,664.36, all of which will become due and owing during the interim period.

ii. Commissions

13. The Debtors maintain certain bonus programs to incentivize or reward Employees’ performance, specifically commission-based production bonuses, some of which are paid annually. Bonuses for certain Employees relating to periods prior to the Petition Date will become due and owing after the Petition Date. Accordingly, the Debtors seek authority to continue their commission-based production bonus program and pay bonus amounts that become due and owing during the Chapter 11 Cases, including amounts that were earned during the prepetition period. As

of the Petition Date, the aggregate amount of earned but unpaid Commissions totals approximately \$28,907.15, of which \$11,534.03 will become due and owing during the interim period.

iii. Payroll Processing Fees

14. The Debtors' payroll process is administered through ADP Payroll Solutions. The Debtors pay service fees of approximately \$14,000.00 per payroll period (the "Payroll Processor Fees") on account of the administration of the Employee payroll. The Debtors estimate that, as of the Petition Date, they owe approximately \$6,500.00 of accrued but unpaid Payroll Processor Fees to ADP, all of which will become due and owing within the interim period.

iv. Withholdings

15. In connection with paying Wages, the Debtors routinely withhold from Employees' Wages amounts that the Debtors are required to transmit to third parties ("Withholdings"). Examples of such Withholdings include, without limitation, federal, provincial, and state taxes, and Social Security and Medicare (FICA) taxes. Typically, total Withholdings are approximately \$1,175,530.00 per pay period, including both the Debtors' obligations and the Employees' obligations. Such Withholdings, to the extent that they remain in the Debtors' possession, constitute moneys held in trust and, therefore, are not property of the Debtors' estates. Accordingly, the Debtors hereby request authority to continue withholding and remitting amounts to the appropriate third parties, as applicable, in the ordinary course of business on a postpetition basis and consistent with past practice. As of the Petition Date, the Debtors estimate that accrued, but unpaid, prepetition Withholdings total approximately \$45,000, all of which will be due to be remitted during the interim period.

v. Independent Contractor Obligations.

16. Historically, the Debtors have utilized independent contractors (each, an “Independent Contractor” and, collectively, the “Independent Contractors”) to perform certain services important to the Debtors’ operations. As of the Petition Date, the Debtors utilize approximately seven (7) Independent Contractors to provide the Debtors with certain sales representative, information technology, and greenhouse building and subcontracting services. In addition, the Canadian Debtor engages Independent Contractors on a project-specific basis for the installation of greenhouses and related systems and are not engaged on an ongoing basis. By this Motion, the Debtors seek authority to continue paying their Independent Contractors in the ordinary course and pay any prepetition amounts that may owing to such Independent Contractors. As of the Petition Date, the aggregate amount of accrued, but unpaid, obligations owing to Independent Contractors totals approximately \$14,000, all of which will become due and payable during the interim period.

B. Paid Time Off

17. In addition to Wages, the Debtors offer their Employees other forms of compensation, including paid time off in the forms of accrued PTO, paid holidays, floating holidays, and certain Other Time Off Policies (as defined below) (collectively, “Paid Time Off”). These forms of compensation are usual and customary and are necessary if the Debtors are to retain qualified Employees to maximize the value of the Debtors’ businesses. Accordingly, the Debtors request authority, but not direction, to honor outstanding prepetition obligations with respect to their Paid Time Off policies in the ordinary course of business, subject to the Debtors’ discretion, applicable restrictions under the Debtors’ policies, and as required by state and foreign law. However, the Debtors will not pay any Employee an amount more than the Priority Cap on account

of any prepetition Employee Obligations, including Wages, commissions, and prepetition PTO, unless such amount is required to be paid under applicable state or foreign law.

i. PTO and Holidays

18. In the ordinary course of business, the Debtors' Employees accrue paid time off on a per-pay-period basis, with accrual rates dependent on length of service: (a) 80 hours per year for Employees with fewer than two (2) years of service; (b) 120 hours per year for Employees with three (3) to four (4) years of service; and (c) 160 hours per year for Employees with five (5) or more years of service ("PTO"). Employees may carry-over up to 40 hours of unused PTO to the following calendar year. Upon termination, accrued but unused PTO is calculated and paid in accordance with the Debtors' normal pay practices, and any negative PTO balance is deducted from the Employee's final paycheck. The Debtors estimate that, as of the Petition Date, the value of accrued and unused PTO equals approximately \$844,274.51. This amount is not a current cash obligation. However, the Debtors anticipate that approximately \$45,208.77 of PTO will become payable during the interim period.

ii. Other Time Off Policies

19. The Debtors also maintain policies governing requests by Employees for paid time off from work, including: (a) bereavement leave of up to 24 hours within 30 days of the loss of an immediate family member; (b) voting leave of up to two (2) hours; (c) jury and witness duty leave of up to 10 days for exempt Employees or 80 hours for non-exempt Employees in a 12-month rolling calendar; and (d) birth/adoption leave of up to 40 hours within 30 days of the birth or official adoption of a child, in each case in compliance with applicable state, foreign and federal laws (the "Other Time Off Policies"). As of the Petition Date, the Debtors estimate that accrued

but unpaid obligations under the Other Time Off Policies total approximately \$5,000, all of which will become due and payable during the interim period.

C. Reimbursable Expenses & Corporate Cards

20. In the ordinary course of business, Employees incur reasonable and necessary expenses on the Debtors' behalf while engaged in authorized business (collectively, the "Reimbursable Expenses"). Reimbursable Expenses generally include travel-related expenses for flights, hotels, rental cars, ground transportation (including taxis and ride-shares), meals, reasonable tips, internet access required for work purposes, and personal vehicle mileage reimbursement at a rate of \$0.46 per mile. All expenses must be submitted within ten (10) business days of travel using the Debtors' expense reporting system. Accordingly, the Reimbursable Expenses are incurred by Employees with the understanding that they will be reimbursed by the Debtors.

21. The Debtors are continuing to review the amount of any accrued but unpaid Reimbursable Expenses but estimate that approximately \$212,000 is owing on account of Reimbursable Expenses as of the Petition Date, all of which will become due during the interim period. The Debtors believe that payment of the Reimbursable Expenses is important to the morale of the Debtors' workforce, which, in turn, is critical to maximizing the value of the Debtors' estates. Absent payment of the Reimbursable Expenses, the Debtors would encounter difficulties retaining their Employees. The Reimbursable Expenses represent a relatively minimal cost to the Debtors' estates in light of the overall benefits achieved. Accordingly, the Debtors seek authority, but not direction, to pay all outstanding prepetition Reimbursable Expenses and to continue honoring their expense reimbursement policy in the ordinary course of business.

22. Furthermore, certain Employees are authorized to use corporate credit cards (“Corporate Cards”), issued by American Express (“Amex”) to pay for Reimbursable Expenses as they arise. In general, the Debtors remit payment directly to Amex for Reimbursable Expenses charged to Corporate Cards. The Debtors request authority to directly remit payment for any Reimbursable Expenses charged to Corporate Cards by their Employees, as needed and consistent with historical practice, in the ordinary course of business.

D. Health and Welfare Programs

23. In the ordinary course of business, the Debtors have established standard and customary plans and policies to provide their eligible Employees with health benefits, including medical, dental and vision plans, COBRA, a health savings account plan, flexible spending accounts, and other ancillary benefits programs (collectively, the “Health and Welfare Programs”).

24. Pursuant to this Motion, the Debtors seek authority to pay all Health Insurance Obligations (as defined herein) in the ordinary course of business, including all prepetition amounts in connection therewith, and to continue to maintain the Health and Welfare Programs in the ordinary course of business. As of the Petition Date, the Debtors estimate that accrued but unpaid Health Insurance Obligations, including administrative fees, total approximately \$37,092.27, all of which will become due and payable during the interim period.

i. Health Insurance Benefits

25. The Debtors offer eligible Employees and their dependents healthcare plans (the “Medical Plans”) through Aetna. Employees located in California have additional medical plan options through Kaiser Permanente (together with Aetna, the “Health Insurance Plan Administrators”). The Debtors pay an average of approximately \$45,000 per month for premiums and administration fees on account of the Medical Plans.

26. The Debtors also offer eligible Employees and their dependents dental plan options (the “Dental Plan”) administered by Aetna. The Debtors pay an average of approximately \$26,000 per month for premiums on account of the Dental Plan. Further, the Debtors offer Employees and their dependents a vision plan administered by Aetna (the “Vision Plan,” and collectively with the Medical Plans and Dental Plan, the “Health Insurance Plans,” and the obligations thereunder, the “Health Insurance Plan Obligations”). The Debtors pay an average of approximately \$5,000 per month for premiums and administration fees on account of the Vision Plan.

27. Historically, the Health Insurance Plans were fully insured by the Health Insurance Plan Administrators, but within the last calendar year, the Debtors switched to a self-funded plan. The Debtors still use the Health Insurance Plan Administrators for processing and administrative tasks, but the Debtors now bear the risk of the claims under the Health Insurance Plans, subject to a stop-loss insurance policy to back-stop claims under the Health Insurance Plans. The Debtors estimate that, as of the Petition Date, they owe approximately \$37,092.27 to the Health Insurance Plan Administrators in administrative fees, premiums, and monthly withholdings under the prior fully insured Health Insurance Plans.

28. In addition, the Debtors’ self-funded health insurance program gives rise to variable claims obligations, which historically have averaged approximately \$800,000 per month. Because claims under the self-funded program fluctuate based on actual participant claims activity, the Debtors cannot estimate the amount that has accrued as of the Petition Date. However, the Debtors seek authority, but not direction, to continue paying such claims and related administrative obligations in the ordinary course of business.

ii. HSA and FSA Plans

29. The Debtors also offer eligible Employees a health savings account (the “HSA Plan”) through Optum, under which the Debtors contribute \$1,000 or \$750 for individual coverage and \$2,000 or \$1,500 for family coverage depending on the HSA plan selected coverage, depending on the plan selected (collectively, the “HSA Employer Contributions”). The HSA Employer Contributions are deposited into each eligible Employee’s health savings account on a periodic basis throughout the plan year. As of the Petition Date, the Debtors estimate that the amount of accrued but undeposited HSA Employer Contributions is approximately \$10,000. The Debtors request authority, but not direction, to (a) continue making HSA Employer Contributions in the ordinary course of business on a postpetition basis, and (b) satisfy any accrued but undeposited HSA Employer Contributions.

30. The Debtors also offer eligible Employees a health care flexible spending account and a limited purpose flexible spending account (collectively, the “FSA Plan”) through WEX, as well as a dependent care flexible spending account, which allow Employees to set aside tax-free income to cover qualified health and dependent care expenses. Accordingly, the Debtors seek authority, but not direction, to continue honoring their FSA Plan in the ordinary course of business.

iii. Disability and Life Benefits

31. The Debtors provide eligible Employees with certain short-term disability and long-term disability benefits (the “Disability Benefits Plan,” and the obligations thereunder, the “Disability Benefits Obligations”). The Debtors also provide all regular full-time Employees with life insurance (the “Life Insurance Program” and the obligations thereunder, the “Life Insurance Obligations”).

32. All permanent full-time employees are automatically enrolled in the Disability Benefits Plan and the Life Insurance Program. The Debtors cover 100% of these premiums for all eligible Employees. The Debtors pay approximately \$26,000 a month on average to Lincoln Financial to administer the Disability Benefits Plan and Life Insurance Program. The Debtors request authority to continue to pay any obligations on account of the Disability Benefits Obligations and Life Insurance Obligations as they become due in the ordinary course of business on a postpetition basis.

iv. Employee Assistance Program

33. The Debtors also provide an Employee Assistance Program (“EAP”) through Lincoln Financial Group/ComPsych, a confidential program that provides Employees with support in personal and family matters common in contemporary life. Under the EAP, Employees, their spouses, and their dependents are provided with free face-to-face consultations, telephone calls with specialists, and online resources. The costs of the EAP are included with the fees the Debtors pay to Lincoln Financial on account of the Disability Benefits Plan and Life Insurance Program. The Debtors seek authority to pay outstanding fees to Lincoln Financial and to continue the EAP in the ordinary course of business.

v. Voluntary Benefits Remittance Obligations

34. In addition to the benefits described above, the Debtors administer certain voluntary benefit programs that are purchased by Employees through payroll deductions (collectively, the “Voluntary Benefits Programs”). The Voluntary Benefits Programs include: (a) Voluntary Life and Accidental Death and Dismemberment Insurance, (b) Short-Term Disability Buy-Up coverage, (c) Accident Insurance, (d) Critical Illness Insurance, and (e) Hospital Indemnity Insurance, each administered through Lincoln Financial, as well as (f) Legal Insurance

administered through LegalEASE, and (g) Identity Theft Protection administered through Norton LifeLock.

35. Although the premiums for the Voluntary Benefits Programs are funded entirely by Employee payroll deductions, the Debtors are obligated to deduct such amounts from Employee wages and remit them to the applicable third-party providers (the “Voluntary Benefits Remittance Obligations”). To the extent that any Employee payroll deductions on account of the Voluntary Benefits Programs have been withheld but not yet remitted to the applicable providers as of the Petition Date, such amounts constitute moneys held in trust and are not property of the Debtors’ estates. The Debtors request authority, but not direction, to continue to deduct and remit all amounts on account of the Voluntary Benefits Programs in the ordinary course of business and to pay any accrued but unremitted Voluntary Benefits Remittance Obligations.

vi. Canadian Group Benefits Program

36. In addition, certain Employees of the Canadian Debtor are eligible to participate in a group benefits policy issued by The Manufacturers Life Insurance Company (the “Canadian Benefits Policy”). The Canadian Benefits Policy provides, among other benefits, employee life insurance, dependent life insurance, accidental death and dismemberment coverage, extended health care benefits, dental care benefits, survivor extended insurance benefits, and long-term disability benefits. The Canadian Benefits Policy applies to eligible Canadian Employees in the applicable classifications and is administered in accordance with its terms. The Debtors pay an average of approximately \$14,000 per month for premiums and administration fees on account of the Canadian Benefits Policy. As of the Petition Date, the Debtors estimate that approximately \$14,000 is owing on account of obligations under the Canadian Benefits Policy, all of which will become due during the interim period. Accordingly, the Debtors seek authority, but not direction,

to continue the Canadian Benefits Policy and to pay any premiums, administrative fees, claims, remittances, and other obligations arising thereunder, including any accrued but unpaid prepetition amounts, in the ordinary course of business.

D. Workers' Compensation Program

37. The Debtors also maintain workers' compensation insurance (the "Workers' Compensation Program"), which is provided by Travelers Insurance. The Debtors pay all premiums and related fees on account of the Workers' Compensation Program. As of the Petition Date, the Debtors believe there are no amounts outstanding on account of regular premiums under the Workers' Compensation Program. In connection with a routine audit of prepetition premiums, the Debtors may owe additional amounts on account of prepetition premiums. Those amounts, however, remain subject to review and dispute procedures, and in any event are estimated not to exceed \$56,325.26. The Debtors must continue the claim assessment, determination, adjudication, and payment processes pursuant to the Workers' Compensation Program without regard to whether such liabilities are outstanding before the Petition Date to ensure that the Debtors comply with applicable workers' compensation laws and requirements during the pendency of these Chapter 11 Cases.

38. The Debtors may be statutorily or contractually obligated to maintain the Workers' Compensation Program in certain states and in Canada, and their inability to do so may result in adverse legal consequences that potentially could disrupt the chapter 11 process. Like the Health and Welfare Programs, the Workers' Compensation Program is similarly critical to retaining Employees and maintaining Employee morale. As of the Petition Date, the Debtors do not believe there are any open claims under the Workers' Compensation Program. Nevertheless, out of an abundance of caution, the Debtors request that the Court: (a) modify the automatic stay solely to

permit Employees to proceed with workers' compensation claims in the appropriate judicial or administrative forum; and (b) authorize the Debtors to pay all workers' compensation obligations, including any outstanding insurance premiums, as they become due in the ordinary course of the Debtors' businesses.

E. The 401(k) Plan and RRSP

39. The Debtors sponsor a 401(k) retirement savings plan (the "401(k) Plan") for eligible Employees. The 401(k) Plan is administered by The Standard and provides for both pre-tax and Roth salary deductions of compensation up to limits set by the Internal Revenue Code. The Debtors provide a company match equal to 50 cents on the dollar for every dollar contributed by the Employee, up to 6% of the Employee's salary. Employees become 100% vested in company contributions after four (4) years of service. As of the Petition Date, the Debtors estimate that the approximate amount of accrued retirement obligations related to the 401(k) Plan is \$26,000, inclusive of fees owing to The Standard. Accordingly, the Debtors request authority, but not direction, to continue the 401(k) Plan in the ordinary course of business on a postpetition basis and satisfy any accrued prepetition retirement obligations related to the 401(k) Plan in the ordinary course of business.

40. In addition, the Canadian Debtor sponsors a registered retirement savings plan (the "RRSP") for its eligible Canadian Employees. The RRSP is administered by Manulife. Under the RRSP, the Debtors match Employee contributions up to 2.5% of the Employee's salary. As of the Petition Date, the Debtors estimate that the approximate amount of accrued and unpaid obligations related to the RRSP is \$1,802.19, inclusive of fees owing to Manulife. Accordingly, the Debtors request authority, but not direction, to (a) continue the RRSP in the ordinary course of business on a postpetition basis, and (b) satisfy any accrued prepetition obligations related to the RRSP in the

ordinary course of business.

Basis for Relief Requested and Applicable Authority

41. As a result of the commencement of these Chapter 11 Cases and in the absence of an order of the Court providing otherwise, the Debtors will be prohibited from paying or otherwise satisfying their prepetition Employee Obligations, and the checks, wire transfers, and direct deposit transfers issued in respect of any such prepetition Employee Obligations would be dishonored. Failing to honor these obligations would have devastating consequences to the Debtors' pursuit of a value-maximizing transaction.

I. The Proposed Payment of Employee Obligations Is Warranted under Section 363(b) of the Bankruptcy Code and the Doctrine of Necessity.

42. Under section 363 of the Bankruptcy Code, a bankruptcy court is empowered to authorize a chapter 11 debtor to expend funds in the bankruptcy court's discretion outside the ordinary course of business. 11 U.S.C. § 363. Under section 363(b), courts require only that the debtor "show that a sound business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (requiring that the debtor show a "sound business purpose" to justify its actions under section 363 of the Bankruptcy Code) (internal citations omitted); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring a "good business reason for a sale under section 363 of the Bankruptcy Code"); *In re Adelphia Commc'ns Corp.*, No. 02-41729 (REG), 2003 WL 22316543, at *30 (Bankr. S.D.N.Y. Mar. 4, 2003) (requiring a "good business reason" for disposition of assets outside of the ordinary course in bankruptcy).

43. Payment of prepetition wage and compensation claims to preserve and protect a debtor's business and maximize value of the estate and maintain positive employee morale, even if such payment were deemed to be outside the ordinary course of business, is a sufficient business

justification for such an authorization. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). Accordingly, this Court should grant the requested relief under section 363 of the Bankruptcy Code.

44. Even if a particular claim is not entitled to priority, payment is nonetheless justified under section 105(a) of the Bankruptcy Code and the well-established “necessity of payment doctrine.” Under the “necessity of payment doctrine” and section 105(a) of the Bankruptcy Code, courts have consistently permitted immediate payment of prepetition obligations where necessary to preserve or enhance the value of a debtor’s estate for the benefit of all creditors, specifically including payment of prepetition employee claims. *See, e.g., Miltenberger v. Logansport C. & S.W. Ry. Co.*, 106 U.S. 286, 312 (1882) (stating that payment of pre-receivership claim prior to reorganization permitted to prevent “stoppage of . . . [crucial] business relations”); *see also Gregg v. Metro Trust Co.*, 197 U.S. 183, 187 (1905) (stating that “the payment of the employees of the [rail]road is more certain to be necessary in order to keep it running than the payment of any other class of previously incurred debts”); *Ionosphere*, 98 B.R. at 175-76 (finding that payment of prepetition wages, salaries, reimbursable business expenses and health benefits to active employees of debtor airline authorized). The modern application of the doctrine of necessity is largely unchanged from the Supreme Court’s reasoning in *Miltenberger*. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581-82 (3d Cir. 1981) (“[I]n order to justify payment under the ‘necessity of payment’ rule, a real and immediate threat must exist that failure to pay will place the continued operation of the [debtor] in serious jeopardy.”); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 825 (Bankr. D. Del. 1999) (“The Supreme Court, the Third Circuit and the District of Delaware all recognize the court’s power to authorize payment of pre-petition claims when such

payment is necessary for the debtor's survival during chapter 11."); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994).

45. As described above, the Employees are highly skilled and experienced, without whom the Debtors could not operate. Thus, the Debtors' ability to maximize value depends, in large part, upon the retention and motivation of the Employees. Most of the Debtors' workforce (and their families) are dependent upon the wages, salaries, reimbursements, and other benefits they receive from the Debtors. Any disruption from Employee resignations or lack of morale could have devastating effects on the Debtors' efforts to maximize the value of their estates. Indeed, payments which maintain the morale of the Debtors' workforce actually add value to the estates because an unplanned reduction in the workforce or productivity could have significant effect on the Debtors' business operations. Accordingly, it is critical that the Debtors are authorized to honor their Employee Obligations, subject to the limitations described herein.

II. The Proposed Payments of Employee Obligations Do Not Exceed the Statutory Caps Under Section 507 of the Bankruptcy Code.

46. The Debtors believe that all or substantially all of the amounts they seek to pay are entitled to priority under sections 507(a)(4) or (a)(5) of the Bankruptcy Code. Section 507(a)(4) of the Bankruptcy Code grants priority to employee claims for "wages, salaries, or commissions, including vacation, severance and sick leave pay" earned within 180 days before the filing of the applicable petition up to \$17,150 per employee. 11 U.S.C. § 507(a)(4). Similarly, section 507(a)(5) of the Bankruptcy Code provides that claims for contributions to certain employee benefit plans are also afforded priority treatment to the extent of the number of employees covered by each plan multiplied by \$17,150, less any amounts paid pursuant to section 507(a)(4) of the Bankruptcy Code. 11 U.S.C. § 507(a)(5). Thus, granting the relief sought

herein would affect only the timing, and not the amount, of payment of the Employee Obligations to the extent they constitute priority claims.

III. The Proposed Payment of Withholdings Is Authorized by Section 541 of the Bankruptcy Code

47. A portion of the Employee Obligations constitutes funds held in trust for payment to third parties. Specifically, under Bankruptcy Code section 541, all prepetition legal or equitable interests of a debtor are considered property of the estate subject to certain exclusions. Bankruptcy Code section 541(b)(7) explicitly excludes amounts withheld by an employer from employee wages as employee contributions to employee benefit plans under ERISA and health insurance plans under state law. Thus, the payment of the employee contribution component of the employer taxes or payment of garnished wages will not prejudice the Debtors' estates because such Withholdings are held in trust for the benefit of the related payees and, thus, do not constitute property of the Debtors' estates under section 541 of the Bankruptcy Code. *See Begier v. IRS*, 496 U.S. 53, 57 (1990); *In re Am. Int'l Airways, Inc.*, 70 B.R. 102, 103 (Bankr. E.D. Pa. 1987) (funds held in trust for federal excise and withholding taxes are not property of debtor's estate and, therefore, not available for distribution to creditors).

48. Further, federal, foreign, and state laws require the Debtors to withhold certain tax payments from the Employees' paychecks and to pay such amounts to the appropriate taxing authority. 26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95-97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholdings may not be property of the Debtors' estates, the Debtors request that

the Court authorize them to transmit the Withholdings on account of the Employees to the proper parties in the ordinary course of business.

49. Courts in this district have routinely granted to chapter 11 debtors the same or similar relief requested in this Motion. *See, e.g., In re W. Marine, Inc.*, No. 26-10794 (KBO) (Bankr. D. Del. May 19, 2026) [Docket No. 63] (authorizing debtors to satisfy prepetition wages, salaries, other compensation, and reimbursable expenses, and to continue employee benefits programs on an interim basis); *In re Freedom Forever LLC*, No. 26-10522 (BLS) (Bankr. D. Del. Apr. 17, 2026) [Docket No. 25] (authorizing debtor to satisfy prepetition wages, salaries, commissions, and other compensation, and to continue employee benefits programs on an interim basis); *In re By Hotel SPE-3 LLC*, No. 26-10324 (JKS) (Bankr. D. Del. Apr. 7, 2026) [Docket No. 91] (authorizing debtors to pay prepetition wages, salaries, and other compensation, and to continue employee benefits programs on a final basis); *In re Glenwood Caverns Holdings LLC*, No. 26-10166 (LSS) (Bankr. D. Del. Mar. 11, 2026) [Docket No. 93] (authorizing debtor to satisfy prepetition wages, salaries, other compensation, and reimbursable expenses, and to continue employee benefits programs on a final basis).

IV. A Limited Waiver of the Automatic Stay for Workers' Compensation Claims Is Appropriate Here.

50. Section 362(a)(1) of the Bankruptcy Code operates to stay:

[T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title[.]

11 U.S.C. § 362(a)(1). Section 362 of the Bankruptcy Code, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for “cause.” *Id.* at § 362(d)(1).

51. In accordance with section 362(d) of the Bankruptcy Code, the Debtors seek to modify the automatic stay to permit Employees to proceed with their workers' compensation claims in the appropriate judicial or administrative forum. Cause exists here to modify the automatic stay because staying the workers' compensation claims could have a detrimental effect on the financial wellbeing and morale of certain Employees and lead to the departure of Employees who are critical at this juncture. Such departures could cause a severe disruption in the Debtors' businesses, which would be to the detriment of all parties in interest.

52. For these reasons, modification of the stay to permit employees to submit workers' compensation claims is necessary and should be authorized by the Court.

I. Authorizing the Banks to Honor and Pay Checks Issued and Electronic Funds Transfers Requested to Pay Employee Obligations is Warranted.

53. The Debtors respectfully request that the Court authorize all Banks to receive, process, honor, and pay any and all checks drawn, or electronic funds transfers requested to pay Employee Obligations, whether such checks were presented prior to or after the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors also seek authority to issue new postpetition checks, or effect new electronic funds transfers, on account of such claims to replace any prepetition checks or electronic funds transfer requests that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

54. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first 21 days after the petition date only "to the extent that relief is necessary to avoid immediate and irreparable harm." FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief

requested herein during the first 21 days of these Chapter 11 Cases could adversely impact the Debtors' operations at this important juncture. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

55. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity,

priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

56. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

57. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their 30 largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

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WHEREFORE, the Debtors request entry of the Interim Order and the Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**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 _____, 2026, at __:__.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 _____, 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.leafy@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
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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**FINAL 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 a final order (this “Final 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 a final basis as set forth herein.
2. 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 \$1,937,715.74, as follows:

Employee Obligations	Final Amount
Compensation Obligations	
Wages	\$642,664.36
Commissions	\$28,907.15
Payroll Processing Fees	\$6,500
Withholdings	\$45,000
Independent Contractor Obligations	\$14,000
Paid Time Off	

PTO and Holidays	\$844,274.51
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	\$56,325.26
401(k) Plan	\$26,000
RRSP	\$1,802.19
Total:	\$1,937,715.74

3. 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 Final Order, would exceed the limits of sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

4. 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.

5. Nothing herein shall be deemed to authorize the payment of any amounts that would violate or implicate section 503(c) of the Bankruptcy Code.

6. The Debtors' bank 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, up to the amounts authorized to be paid pursuant to this Final Order, 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.

7. 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.

8. 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.

9. 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.

10. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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

Final 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.

11. Notwithstanding the relief granted in this Final 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.

12. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

14. This Final Order shall be immediately effective and enforceable upon its entry. The 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit "L" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(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**

BFG Supply Co., LLC ("BFG") and the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), hereby move (this "Motion") for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the "Interim Order" and "Final Order," respectively), pursuant to sections 105(a), 363, and 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 2015-1, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the*

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.

Debtors' Chapter 11 Petitions and First Day Motions (the "First Day Declaration")² and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of the Interim Order and Final Order (i) authorizing, but not directing, the Debtors to maintain their existing cash management system and bank accounts, (ii) modifying certain operating guidelines relating to bank accounts set forth in the U.S. Department of Justice, Office of the United States Trustee: Operating Guidelines for Chapter 11 Cases (the "U.S. Trustee Guidelines"), (iii) authorizing, but not directing, the payment of related prepetition obligations, (iv) authorizing, but not directing, the Debtors to continue using existing checks, business letterhead, purchase orders, invoices, envelopes, and other business forms and correspondence (collectively, the "Business Forms"), (v) authorizing, but not directing, the continuation of various Intercompany Transactions (defined below) relating to the business relationship between and among the Debtors, and (vi) according administrative expense priority status to all claims arising postpetition in the ordinary course of business as a result of an Intercompany Transaction.

2. The Debtors further request that the Interim Order and Final Order (i) authorize all applicable banks and other financial institutions (collectively, the "Banks"), when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks, drafts, and other forms of payment, including fund transfers, on account of the Cash Management System (defined below), whether such checks or other requests were submitted before, on, or after the Petition Date (defined below), (ii) authorize the Banks to rely on the representations of the Debtors as to which checks and fund transfers are subject to this Motion, provided that no such Bank shall

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

have any liability to any party for relying on such direction and representations by the Debtors, (iii) provide that the Banks shall, at the direction of the Debtors, receive, process, honor, and pay all prepetition and postpetition checks and fund transfers on account of the Cash Management System 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 and that no such Bank shall have any liability to any party for relying on such direction by the Debtors, and (iv) authorize the Debtors to issue new postpetition checks or effect new postpetition fund transfers to replace any checks, drafts and other forms of payment which may be inadvertently dishonored or rejected.

Jurisdiction and Venue

3. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363, and 503(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rules 2002-1, 2015-1, and 9013-1.

Background

6. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

7. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

8. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

THE DEBTORS’ BANK ACCOUNTS AND FLOW OF FUNDS

9. The Debtors seek authorization to maintain their existing bank accounts and continue using their existing cash management system (the “Cash Management System”). As of the Petition Date, the Cash Management System consists of a total of 16 bank accounts (each, a “Bank Account” and, collectively, the “Bank Accounts”). As further set forth on **Exhibit C** attached hereto, and in the table below, the Debtors’ primary Bank Accounts are held in the name of BFG Supply Co., LLC. A flowchart depicting the Debtors’ Cash Management System is attached hereto as **Exhibit D**.

10. The Debtors’ Bank Accounts consist of the following accounts, none of which are interest bearing:

1. Fourteen (14) Bank Accounts, including six (6) depository accounts, one (1) cash concentration account, one (1) main operating account, one (1)

payroll account, and five (5) disbursement accounts with Signature Bank, which was recently acquired by Esquire Bank (“Signature Bank”); and

2. Two (2) Bank Accounts maintained at Royal Bank of Canada.

11. The Bank Accounts and the Cash Management System are further described in the following table:

Bank Accounts	Descriptions of Accounts
Depository Accounts	The Debtors maintain six depository accounts (collectively, the “<u>Depository Accounts</u>”) with Signature Bank for the purpose of collecting revenue from the Debtors’ customers. The specific Depository Account in which the receipts flow is based upon the payee and the method in which it is received. More specifically, (i) the Lockbox Account (8282) receives cash receipts from customers of BFG Supply Co., LLC, (ii) the Burton Account (8290) receives checks mailed from customers of BFG Supply Co., LLC, (iii) the Merchant Credit Card Deposit Account (8320) receives credit card settlement deposits from customers of BFG Supply Co., LLC, (iv) the Greenhouse Megastore Deposit Account receives deposits from customers of International Greenhouse Contractors, LLC, (v) the VG Supply Deposit Account receives deposits from customers of BFG VG Supply Acquisition, LLC, and (vi) the Green-Tek Deposit Account receives deposits from customers of Green-tek, LLC. Funds are transferred from the Depository Accounts to the Cash Concentration Account (8266) on a daily basis.
Cash Concentration Account (8266)	The Debtors maintain a cash concentration account (the “<u>Cash Concentration Account</u>”) in the name of BFG Supply Co., LLC with Signature Bank. The Cash Concentration Account pools cash receipts on a daily basis from the six Depository Accounts. Money from the Cash Concentration Account flows to the Main Operating Account and/or is swept by the Debtors’ prepetition ABL lender on a daily basis.
Main Operating Account (8304)	The Debtors maintain a main operating account (the “<u>Main Operating Account</u>”) in the name of BFG Supply Co., LLC with Signature Bank. Receipts that are not otherwise swept by the Debtors’ prepetition ABL lender are transferred from the Cash Concentration Account into the Main Operating Account to pay operating expenses of the Debtors. To the extent all funds in the Cash Concentration Account are swept by the Debtors’ prepetition ABL lender, the Debtors make a funding request, and the Debtors’ prepetition ABL lender funds into the Main Operating Account. All wires and ACH disbursements are paid directly from the Main Operating Account. Funds are also transferred from the Main Operating Account to the Disbursement Accounts as needed to make other payments.

Payroll Account (8274)	The Debtors maintain an account with Signature Bank to meet payroll obligations to employees (the “ <u>Payroll Account</u> ”). To fund payroll for the Debtors’ employees, funds are transferred from the Main Operating Account to the Payroll Account a few days prior to payroll. The Payroll Account subsequently disburses funds to the Debtors’ third-party payroll provider and taxing authorities.
Disbursement Accounts	In addition to the Payroll Account, the Debtors maintain five other disbursement accounts (collectively, the “ <u>Disbursement Accounts</u> ”). Money from the Main Operating Account flows to the Disbursement Accounts for the primary purpose of making payments out of the Disbursement Accounts. The specific Disbursement Account from which payments are made depends on the payor. More specifically, (i) the BFG Disbursement Account (8312) is a check clearing account, (ii) the Term Loan Priority Account is inactive and has never had any activity; (iii) the Greenhouse Megastore Disbursement Account (0096) makes payments on behalf of International Greenhouse Contractors, LLC, (iv) the VG Checking Account (2433) makes payments on behalf of BFG VG Supply Acquisition, LLC, and (v) the Green-Tek Checking Account makes payments on behalf of Green-tek, LLC.
Canadian Bank Accounts (1814 and 1424)	De Cloet Greenhouse Mfg. Ltd. (“<u>De Cloet</u>”) maintains two bank accounts at Royal Bank of Canada. The CAD account (1424) runs the Debtors’ Canadian operations as both a depository and disbursement account, collecting revenue from De Cloet’s customers and making disbursements on behalf of De Cloet. The CAD account receives cash from the USD account when the CAD balance runs low. The USD account (1814) receives payments from the Main Operating Account for materials that BFG Supply Co., LLC purchases from De Cloet and revenue collected by BFG Supply Co., LLC and earned by De Cloet in the United States. The USD account also makes disbursements to vendors in the United States for duties and customs. The USD account also funds the CAD account when the CAD balance in the CAD account runs low.

12. The Cash Management System is designed to effectuate the collection of revenue from customers, pay operating expenses, and meet payroll obligations. Given the critical functions that the Bank Accounts serve with respect to multiple aspects of the Debtors’ business, it would be difficult, time consuming, and potentially disruptive for the Debtors to have to open new accounts and establish a new cash management system. The Debtors submit that permitting them to maintain their current Cash Management System is in the best interest of the estates because it

would preserve the Debtors' ability to satisfy postpetition obligations, maintain their relationships with customers, and preserve the value afforded to debtors.

A. Intercompany Transactions

13. Historically, the Debtors engaged in intercompany transactions by and among each other (the "Intercompany Transactions"), resulting in intercompany receivables and payables (the "Intercompany Claims") that were recorded and reconciled. During these cases, the Debtors may continue the Intercompany Transactions in the ordinary course under section 363(c)(1) of the Bankruptcy Code. Out of an abundance of caution, the Debtors seek express authority, but not direction, to engage in the Intercompany Transactions postpetition. Consistent with their prepetition practice, the Debtors will maintain records of all transfers and account for all of the Intercompany Transactions.

14. In addition, the Debtors request that the postpetition Intercompany Claims be granted administrative expense priority status, subject and junior to any claims, including adequate protection, cash collateral, or DIP claims, if applicable, granted in connection with the use of cash collateral or the approval of postpetition financing in accordance with any interim and final orders, as applicable, approving the use of cash collateral or postpetition debtor-in-possession financing (any such order, the "DIP Order").

B. Business Forms

15. The Debtors use various Business Forms, such as checks, invoices, and letterhead, in the ordinary course of business. Because the Business Forms were used prepetition, they do not reference the Debtors' current status as debtors in possession. Nonetheless, most parties doing business with the Debtors will be aware of the Debtors' status as debtors in possession as a result of the publicity surrounding the Chapter 11 Cases and the notice of commencement served on

parties-in-interest. For this reason, the Debtors request that they be authorized to use existing checks, deposit slips, and related forms without placing the label “debtor-in-possession” on each such form until such a time as their existing stocks are depleted.

C. Bank Fees

16. The Debtors incur periodic service charges and other fees related to the Cash Management System (collectively, the “Bank Fees”). As of the Petition Date, the Debtors estimate that they owe approximately \$25,000 in prepetition Bank Fees. The Debtors request authority, but not direction, to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course on a postpetition basis.

D. Company Credit Cards

17. As part of the Cash Management System, the Debtors provide certain employees with access to (i) approximately 74 corporate credit cards issued by American Express (the “Amex Corporate Credit Cards”) to cover certain payments for business travel and entertainment expenses, such as hotel stays and meals, and other approved company expenditures; (ii) three purchasing credit cards issued by American Express (the “Amex Purchasing Credit Cards”) that are used for accounts payable; and (iii) one purchasing credit card issued by Visa (the “Visa Purchasing Credit Card”), and together with the Amex Corporate Credit Cards and Amex Purchasing Credit Cards, the “Credit Cards”) that is used for business expenditures (collectively, the “Credit Card Program”). The Debtors pay the balances accrued on the Credit Cards directly for approved charges made by their employees. The Amex Corporate Credit Cards and Amex Purchasing Credit Cards are reimbursed from the Main Operating Account, and the Visa Purchasing Credit Card is reimbursed from the Cash Concentration Account.

18. On average, the Debtors spend approximately \$450,000 per month under the Credit Card Program. The Debtors pay off outstanding balances monthly, and the Debtors estimate that approximately \$250,000 is outstanding on account of the Credit Card Program as of the Petition Date.

19. The Credit Card Program is an integral part of the Debtors' Cash Management System. Employees' continued use of the Credit Cards for operational and work-related purposes, and the Debtors' ability to pay the balances accrued on the Credit Cards through the Credit Card Program, is essential to the continued operation of the Debtors' business. To the extent not otherwise authorized under any order of this Court granting the relief requested in the Wages Motion,³ the Debtors seek authority, but not direction, to issue Credit Cards pursuant to the Credit Card Program consistent with prepetition practices in the ordinary course of business, subject to any terms and conditions thereof, and to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Credit Card Program both prior to and after the Petition Date.

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

I. The Court Should Authorize the Debtors to Maintain Their Existing Bank Accounts and Use Their Existing Cash Management System and Modify Any Requirement to Close Existing Accounts

20. Although the Debtors maintain the Bank Accounts as part of an established Cash Management System, the U.S. Trustee Guidelines require that the Debtors, as debtors-in-

³ Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (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*, which seeks authority to remit payment for any Reimbursable Expenses (as defined therein) charged by employees to corporate credit cards issued by American Express.

possession, take certain actions with respect to their prepetition Bank Accounts in order for the U.S. Trustee to supervise the administration of the Chapter 11 Cases. These requirements are designed to draw a clear line of demarcation between prepetition and postpetition transactions and operations and prevent the inadvertent postpetition payment of prepetition claims. The Debtors submit that (a) they are able to work with the Banks to ensure that this goal of separation between the prepetition and postpetition periods is observed and (b) enforcement of certain of the U.S. Trustee Guidelines would disrupt the Debtors' operations and impose a financial burden on the Debtors' estates.

21. Specifically, the Bank Accounts are held at Signature Bank and Royal Bank of Canada. Both Banks are well-capitalized and sophisticated financial institutions. Royal Bank of Canada is a major Canadian financial institution listed on Schedule I to the Bank Act. Additionally, Signature Bank is insured by the Federal Deposit Insurance Corporation (the "FDIC"), and the Royal Bank of Canada is a Schedule I bank that is insured by the Canada Deposit Insurance Corporation ("CDIC"). To protect against the unauthorized payment of prepetition obligations, the Debtors represent that, if they are authorized to use the Bank Accounts, they will not pay, and the Banks will be directed not to pay, any debts incurred before the Petition Date, other than as authorized by the Court.

22. Moreover, any new account that the Debtors may open postpetition will (a) be with a bank that (i) is organized under the laws of the United States or any state therein, (ii) is insured by the FDIC or CDIC, and (iii) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee; and (b) be designated a "Debtor-In-Possession" account by the relevant Bank. Additionally, the Debtors will provide the U.S. Trustee, the

prepetition and DIP lenders, and any official committee appointed in the Chapter 11 Cases with notice prior to the opening of any new bank accounts.

23. Enforcement of the U.S. Trustee's requirements without modification would significantly disrupt the Debtors' business. Indeed, the Bank Accounts are an integral part of an established cash management system that the Debtors must maintain to ensure collections and disbursements occur. While the Chapter 11 Cases are pending, the Debtors will continue to maintain detailed records reflecting all transfers of funds.

24. Accordingly, to ensure a smooth transition into chapter 11 and maximize the value of their estates, the Debtors submit that (a) they should be permitted to continue to maintain their existing Bank Accounts and open new and close existing accounts as needed and (b) the requested relief should extend to any new accounts by providing that the new accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted by this Court.

25. Both as part of this Motion and in other motions being filed concurrently, the Debtors are requesting authority to pay, in their sole discretion, certain prepetition obligations. With respect to certain of these obligations, the Debtors may have issued checks prior to the Petition Date that have yet to clear the banking system. In other instances, the Debtors will create the relevant check once this Court enters an order permitting the Debtors to do so. The Debtors intend to inform the Banks which checks should be honored.

26. Therefore, the Debtors request that the Banks be authorized and directed to rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored. The Debtors further request that the Interim Order and Final Order specify that the Banks shall not have any liability to any party for relying on such representations. This relief is reasonable and appropriate because the

Banks are not in a position to independently verify or audit whether a particular prepetition check may be honored in accordance with an order by the Court or otherwise.

27. Allowing the Debtors to use their prepetition Cash Management System and engage in related “routine transactions” comports with applicable provisions of the Bankruptcy Code. In particular, section 363(c)(1) of the Bankruptcy Code authorizes a debtor-in-possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The authority granted by section 363(c)(1) extends to a debtor-in-possession’s continued use of its customary cash management system and thus supports the relief requested. *See, e.g., Charter Co. v. Prudential Ins. Co. Am. (In re Charter Co.)*, 778 F.2d 617, 621 (11th Cir. 1985) (indicating that an order authorizing the debtor to employ a cash management system that was “usual and customary in the past” was “entirely consistent” with section 363(c)(1) (internal quotation omitted)); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (noting that courts have shown a reluctance to interfere in a debtor’s making of routine, day-to-day business decisions).

28. To the extent that use of the existing Cash Management System falls outside the ordinary course of business, such use is permitted by sections 363(b)(1) and 105(a) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code further provides that this Court may “issue any order . . . that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. *Id.* § 105(a).

29. Bankruptcy courts routinely permit chapter 11 debtors to continue using their existing cash management systems. *See, e.g., In re Vyair Med. Inc.*, Case No. 24-11217 (BLS)

(Bankr. D. Del. July 9, 2024) [Docket No. 229]; *In re AppGate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. June 12, 2024) [Docket No. 125]; *In re View*, Case No. 24-10692 (CTG) (Bankr. D. Del. April 23, 2024) [Docket No. 116]; *In re Sio2 Med. Prods., Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. May 18, 2023) [Docket No. 303]; *In re Am. Virtual Cloud Techs., Inc.*, Case No. 23-10020 (MFW) (Bankr. D. Del. Feb. 6, 2023) [Docket No. 82].

II. The Court Should Authorize the Debtors to Honor Certain Prepetition Obligations Related to the Cash Management System

30. In the ordinary course of the operation and maintenance of the Cash Management System, the Debtors incur (a) routine bank charges and fees relating to the administration of the Cash Management System and (b) reimbursement or other payment obligations, such as overdrafts, arising under any agreements governing the Bank Accounts, including, without limitation, any prepetition cash management agreements or treasury services agreements (collectively, all such fees and charges, the “Bank Account Claims”).

31. On average, the Debtors pay approximately \$25,000 per month in Bank Fees with respect to the Bank Accounts. These amounts are auto-debited from the Debtors’ Bank Accounts in the ordinary course of business. The Debtors believe that they owe approximately \$25,000 in prepetition Bank Fees. Thus, the Debtors seek authority to permit the Banks to auto-debit up to \$25,000 in prepetition Bank Fees and continue to pay such fees postpetition in the ordinary course of business in the Debtors’ discretion.

III. The Court Should Waive the Application of the Requirements of Section 345 of the Bankruptcy Code

32. Section 345(a) of the Bankruptcy Code governs a debtor’s cash deposits during a chapter 11 case and authorizes deposits of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a).

For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires the estate to obtain, from the entity with which the money is deposited or invested, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or “the deposit of securities of the kind specified in section 9303 of title 31,” unless the Court “for cause” orders otherwise. *Id.* § 345(b). Additionally, the U.S. Trustee Guidelines generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with certain requirements set by the U.S. Trustee.

33. As noted above, the Debtors’ Bank Accounts are maintained at banks that are well-capitalized and sophisticated financial institutions. Signature Bank is insured by the FDIC up to \$250,000, and Royal Bank of Canada is insured by the CDIC up to \$100,000.

34. To the extent the Court determines that the Cash Management System does not comply with the U.S. Trustee Guidelines and section 345 of the Bankruptcy Code, the Debtors seek a thirty day waiver of the requirements set forth therein and in the U.S. Trustee Guidelines to avoid any interruptions in the day-to-day operations. The Cash Management System is complex and critical to the ongoing stability of the Debtors’ businesses and smooth transition into chapter 11. Requiring the Debtors to modify their Cash Management System to strictly adhere to the restrictions established by section 345(b) of the Bankruptcy Code will only distract the Company’s management, slow the Debtors’ momentum, and cause the estates to unnecessarily incur potentially substantial costs to the detriment of creditors.

IV. The Court Should Authorize the Debtors to Continue Intercompany Transactions, Grant Administrative Expense Priority Status to the Intercompany Claims, and Preserve Setoff Rights

35. The Bankruptcy Code affords debtors-in-possession the freedom to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing. *See* 11 U.S.C. § 364(a). The Debtors therefore seek authority, to the extent necessary, to obtain unsecured credit and incur unsecured debt in the ordinary operation of their Cash Management System, including in connection with the Intercompany Transactions.

36. The Intercompany Transactions allow the Debtors to, among other things, meet the needs of their customers and vendors efficiently and in a cost-effective manner. If the Debtors cannot continue the Intercompany Transactions, their ordinary course operations may be unnecessarily hindered. The cessation of the Intercompany Transactions would require an increase in management expenses and overhead because the Debtors would not be able to consolidate their management and administration. Avoiding such hindrances by continuing the Intercompany Transactions therefore is in the best interests of the estates.

37. Accordingly, the Debtors request that the Court authorize the Debtors to continue engaging in Intercompany Transactions in the ordinary course of business and in connection with their continued use of the Cash Management System. Authorizing the Debtors to continue the Intercompany Transactions is appropriate under section 363(b) or (c) of the Bankruptcy Code and an appropriate exercise of the Court's equitable powers under section 105(a) of the Bankruptcy Code. *See, e.g., In re Gen. Growth Props., Inc.*, 412 B.R. 609, 610-11 (Bankr. S.D.N.Y. 2009) (authorizing debtors to continue prepetition cash management practices, including intercompany transactions, pursuant to sections 105(a) and 363(c) of the Bankruptcy Code).

38. Additionally, pursuant to sections 105(a) and 503(b) of the Bankruptcy Code, the Debtors request that Intercompany Claims incurred in the ordinary course of business be granted administrative expense priority status, subject and junior to any claims, including adequate protection, cash collateral, or DIP claims, if applicable, granted in connection with the use of cash collateral or the approval of a DIP Order. If the Intercompany Claims are accorded administrative expense priority status, each entity using funds that flow through the Cash Management System will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby protecting the interests of the Debtors' creditors.

39. The Debtors also seek authorization to preserve and exercise intercompany setoff rights. Section 553(a) of the Bankruptcy Code provides that:

Except as otherwise provided in this section and in sections 362 and 363 of this title, this title does not affect any right of a creditor to offset a mutual debt owing by such creditor to the Debtor[s] that arose before the commencement of the case under this title against commencement of the case

11 U.S.C. § 553(a). A creditor need only establish two elements before a setoff may be asserted: mutuality and timing. *Official Comm. of Unsecured Creditors v. Mfrs. & Traders Trust Co. (In re The Bennett Funding Grp., Inc.)*, 212 B.R. 206, 212 (2d Cir. B.A.P. 1997). Although courts have not uniformly defined the elements of mutuality, most courts require that the debts be (i) owed between the same parties and (ii) in the same right or capacity. See 5 COLLIER ON BANKRUPTCY ¶ 553.03[3][a] at 553-28-29 (16th rev. ed. 2020); see also *Cohen v. Says. Bldg. & Loan Co. (In re Bevill, Bresler & Schulman Asset Mgmt. Corp.)*, 896 F.2d 54, 57 (3d Cir. 1990) (explaining that the right of setoff depends on the existence of mutual debts and claims between the creditor and debtor). Timing requires that both claims arose prepetition. See *Cooper-Jarrett, Inc. v. Cent. Transp., Inc.*, 726 F.2d 93, 96 (3d Cir. 1984) (noting that a creditor may not [setoff] its prepetition

claims against a debt owed to debtors which came into existence after filing the bankruptcy petition). As a result, “a creditor may not set off a pre-petition claim against a post-petition debt it owes the debtor, and [likewise] a creditor may not set off a post-petition claim that it has against a pre-petition debt it owes to a debtor.” *In re Metco Mining and Minerals, Inc.*, 171 B.R. 210 (Bankr. W.D. Pa. 1994).

40. The Cash Management System and other processes allow the Debtors to track all obligations owing between related entities and thereby ensure that all setoffs of Intercompany Transactions will meet both the mutuality and timing requirements of section 553 of the Bankruptcy Code. The Debtors also respectfully request that they be authorized to set off obligations arising on account of Intercompany Transactions between and among the Debtors.

V. The Court Should Authorize the Debtors to Continue to Use Existing Business Forms

41. Local Rule 2015-1(a) provides:

Upon the debtor’s motion, the Court may, without notice and hearing, permit the debtor to use its existing bank accounts and use its existing pre-printed checks without including its bankruptcy case number or a “Debtor-in-Possession” designation, but once the debtor’s existing checks have been used, the debtor must include its bankruptcy case number and a “Debtor-in-Possession” designation on its checks.

DEL. BANKR. L.R. 2015-1(a).

42. To minimize expenses to their estates, the Debtors also seek authorization to continue using the Business Forms existing immediately prior to the Petition Date without reference to the Debtors’ status as debtors-in-possession except as otherwise provided in the proposed orders. Modifying existing Business Forms would be burdensome and expensive and would confer no corresponding benefit upon those dealing with the Debtors, most of whom will be aware of the commencement of the Chapter 11 Cases. The Debtors therefore request

authorization to use their existing Business Forms without adding “Debtor-in-Possession” or a similar legend. The Debtors will obtain new check stock bearing the designation “Debtor-in-Possession” after depleting their current check stock.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

43. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate their business in the ordinary course and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

44. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

45. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

46. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; (j) the Banks; and (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this

Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

EXHIBIT A

Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**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 _____, 2026, at __:__.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 _____, 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.leafy@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.

EXHIBIT B

Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (___)

(Joint Administration Requested)

Re: Docket No. __

**FINAL 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 a final order (this “Final 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 Final Order to come into compliance with section 345(b), 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 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.

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 a final basis as set forth herein.
2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Final Order, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in 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 statutory 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.

3. 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 the date of entry of this Final 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.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, 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 or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Final 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.

6. The Bank Accounts are deemed debtor-in-possession accounts. 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.

7. 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, 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.

8. Subject to the terms of this Final 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 Final 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 Final 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.

9. 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.

10. 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 Final 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.

11. 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.

12. The Debtors shall serve a copy of this Final Order on the Banks within forty-eight (48) hours of the entry of this Final Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

13. The Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on 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.

14. 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 Final 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 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 Final 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 Final 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 compliance with the terms of this Final 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, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

17. The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

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 Final 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 Final 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 Final 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 Final 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. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

26. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

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

30. Notwithstanding the relief granted in this Final 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 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.

EXHIBIT C

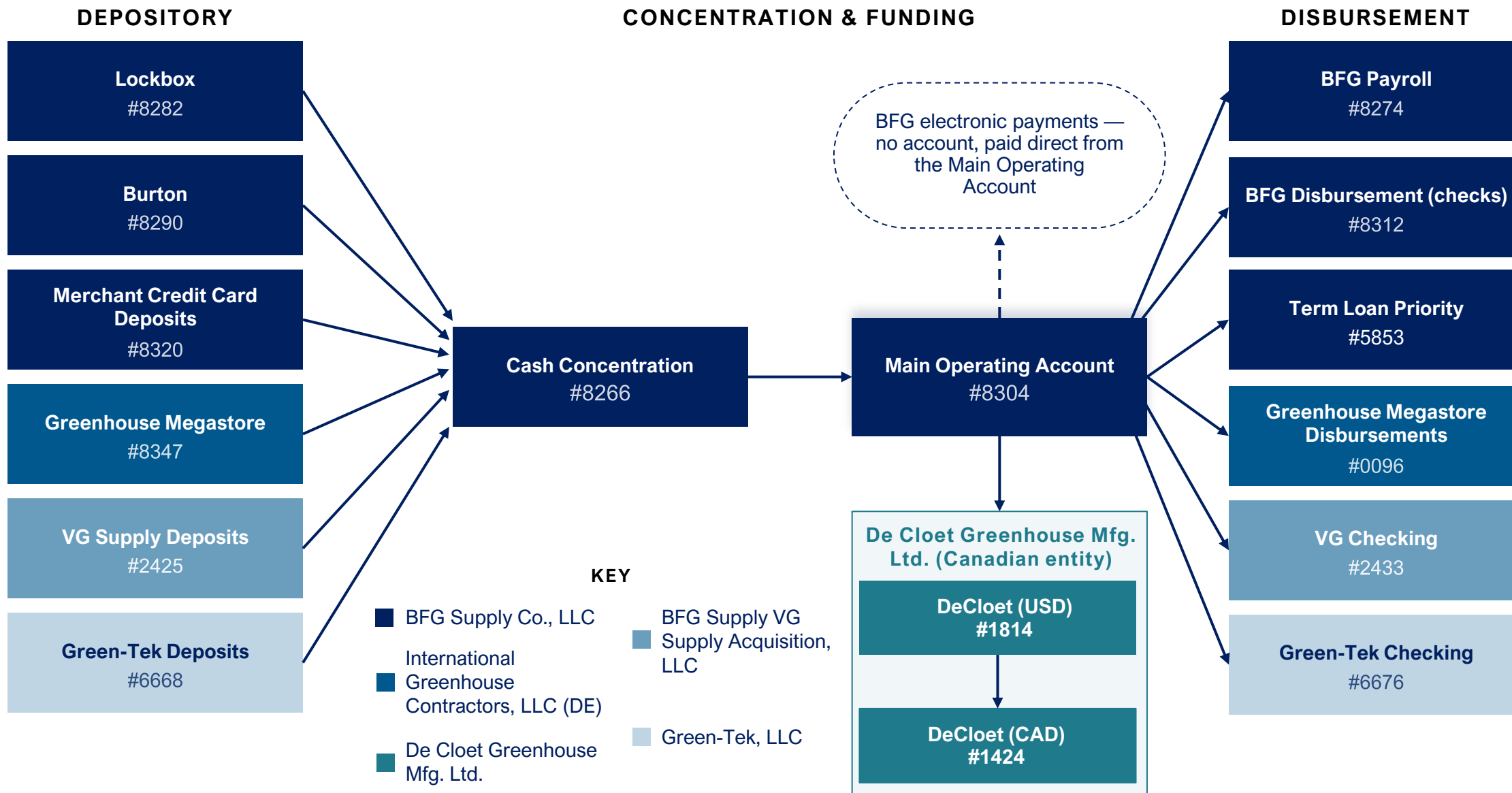
Bank Accounts

Account Holder	Bank Name	Bank Account Number (Last Four)	Account Type
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8266	Cash Concentration Account
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8282	Depository Account (Lockbox)
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8320	Depository Account (Merchant Credit Card Deposits)
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8290	Depository Account (Burton)
BFG Supply Co., LLC	Signature Bank/Esquire Bank	5853	Disbursement Account (Term Loan Priority)
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8312	Disbursement Account (BFG Disbursement (checks))
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8304	Main Operating Account (BFG Master Funding)
BFG Supply Co., LLC	Signature Bank/Esquire Bank	8274	Payroll Account (BFG Payroll)
BFG VG Supply Acquisition, LLC	Signature Bank/Esquire Bank	2425	Depository Account (VG Supply Deposits)
BFG VG Supply Acquisition, LLC	Signature Bank/Esquire Bank	2433	Disbursement Account (VG Checking)
De Cloet Greenhouse Mfg. Ltd.	Royal Bank of Canada	1424	Depository and Disbursement Account De Cloet (CAD Account)
De Cloet Greenhouse Mfg. Ltd.	Royal Bank of Canada	1814	De Cloet (USD Account)
Green-tek, LLC	Signature Bank/Esquire Bank	6668	Depository Account (Green-Tek Deposits)
Green-tek, LLC	Signature Bank/Esquire Bank	6676	Disbursement Account (Green-Tek Checking)
International Greenhouse Contractors, LLC	Signature Bank/Esquire Bank	8347	Depository Account (Greenhouse Megastore)
International Greenhouse Contractors, LLC	Signature Bank/Esquire Bank	0096	Disbursement Account (Greenhouse Megastore Disbursements)

EXHIBIT D

Flowchart of Cash Management System

Cash Management Schematic



This is Exhibit "M" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO HONOR,
MAINTAIN, AND ADMINISTER CUSTOMER PROGRAMS AND RELATED
PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF**

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby move (this “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and further represent as follows:

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 First Day Declaration.

Relief Requested

1. The Debtors respectfully request entry of an Interim Order and a Final 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.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “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. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105 and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

Background

5. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11”).

Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

Customer Programs

8. The Debtors are a leading national and Canadian major wholesale distributor of professional horticulture, lawn and garden, hydroponic, and controlled environment agriculture products to its customers. The Debtors primarily sell their products wholesale to commercial growers, nurseries, and independent garden centers and fulfill their customers’ orders through their distribution facilities. In addition to their core wholesale distribution business, the Debtors own and operate several specialty businesses that broaden the enterprise’s capabilities beyond traditional distribution. These include De Cloet Greenhouse Mfg. Ltd., a manufacturer of greenhouse structures and related components; Green-Tek, LLC, a manufacturer of greenhouse coverings and related products; International Greenhouse Contractors, LLC and its subsidiaries, which provide greenhouse construction and horticultural services.

9. In the ordinary course of business, the Debtors provide certain pricing, incentives, discounts, and other accommodations to their customers (collectively, the “Customers”) through

certain programs and initiatives (collectively, the “Customer Programs”).³ The Customer Programs include: (i) the Rebate Program, (ii) the Return and Shortage Policy, (iii) the Defective Allowance Policy, (iv) Customer Deposits, and (v) the Co-Op Advertising Program (each as defined below). Given the ongoing sale process, the Debtors require flexibility to maintain and honor the Customer Programs in the ordinary course of business and ensure Customer satisfaction during the Chapter 11 Cases. Authority to continue the Customer Programs will allow the Debtors to preserve the value of the business, maintain the goodwill of their current Customers and vendors and, ultimately, to maximize value for the benefit of all the Debtors’ stakeholders.

10. The Debtors accrue potential amounts payable with respect to certain of the Customer Programs (such amounts, collectively, the “Customer Obligations”). Because accruing amounts payable under the Customer Programs depend on the Customers’ utilization or redemption of such Customer Programs, the Debtors are not able to anticipate exactly how much, if any, of the Customer Obligations will come due between entry of the Interim Order and the Final Order or over the course of these Chapter 11 Cases.

11. Accordingly, the Debtors seek authority, but not direction, to: (a) continue honoring, maintaining, administering, and providing the Customer Programs in the ordinary course; (b) pay certain prepetition amounts owed on account of or relating to the Customer Programs, including the Customer Obligations as they come due; and (c) modify or supplement the Customer Programs in the ordinary course and in the Debtors’ business judgment.

³ Although this Motion is intended to be comprehensive, the Debtors may have inadvertently omitted certain Customer Programs. The Debtors request relief with respect to all Customer Programs, regardless of whether such Customer Program is specifically identified herein.

A. The Rebate Program

12. The Debtors operate a rebate program to drive the overall efficiency of the Debtors' inventory and reward those Customers with higher purchase volume (the "Rebate Program"). Customers are eligible to receive annual rebates based on the volume of purchases a Customer makes during a given period. Customers receive their rebates in the form of a credit which can then be used for future purchases by a particular Customer. As of the Petition Date, the Debtors have approximately \$1.6 million in aggregate accrued and unpaid Rebate Program obligations.

13. The Debtors presently intend to terminate the Rebate Program and do not intend to honor rebates on or after the Petition Date. However, given the ongoing sale process, the Debtors seek authority, but not direction, in their sole discretion, to (i) honor Customers' earned rebates under the Rebate Program in the ordinary course of business and in the Debtors' business judgment and (ii) maintain, modify, or terminate the Rebate Program on a postpetition basis, in the ordinary course of business and in the Debtors' business judgment.

B. The Return and Shortage Policy and the Defective Allowance Policy

14. The Debtors, in their discretion, (i) accept returns from Customers within certain timeframes if Customers receive damaged goods and (ii) issue credits to Customers if a Customer receives fewer goods than what they were billed for on a particular invoice (the "Return and Shortage Policy"). Additionally, in connection with the Return and Shortage Policy, certain of the Debtors' high-volume wholesale Customers receive a proactive discount on products to cover potential issues with such purchased products in lieu of providing such Customers with credits for each defective product they receive (the "Defective Allowance Policy").

15. Under the Return and Shortage Policy, Customers entitled to refunds may receive the full purchase price of the products in cash or a credit to be used on future purchases. The

Debtors typically do not issue credits based on: (i) defective products provided to customers on invoices older than 365 days or (ii) the Customer's receipt of fewer products than what it was billed for on a particular invoice. Additionally, if a Customer seeks to return products under the Return and Shortage Policy within 30 days of delivery, the Debtors may pick up the returned products. Starting on the Petition Date, the Debtors do not intend to pick up returned goods from Customers. The Debtors estimate they process approximately \$450,000 in returned products and shortage credits monthly and as of the Petition Date.

16. The Debtors seek authority, but not direction, in their sole discretion, to (i) honor certain Customer returns and issue shortage credits under the Return and Shortage Policy and (ii) maintain, terminate, or modify the Return and Shortage Policy and the Defective Allowance Policy in the ordinary course of business and in the Debtors' business judgment. While the Debtors do not presently intend to accept returns on or after the Petition Date, they may, in their discretion, offer a credit to those Customers that have valid mis-ships or have received damaged goods during the four (4) weeks after the Petition Date. The relief requested with respect to the Return and Shortage Policy and Defective Allowance is essential to the Debtors' ability to complete sales and will help maintain customer relationships and revenue during the Chapter 11 Cases.

C. The Customer Deposits

17. The Debtors, in the ordinary course of business, accept deposits (collectively, the "Customer Deposits") from Customers in connection with certain equipment and specialty products, including the design and manufacture of high-quality greenhouses (collectively, the "Greenhouses") by Debtor De Cloet Greenhouse Mfg. Ltd. The Customer Deposits are ultimately

applied to the purchase price of such products. As of the Petition Date, the Debtors estimate that they are holding approximately \$1.2 million in Customer Deposits.⁴

18. The Debtors intend to make commercially reasonable efforts to fulfill the Greenhouse orders and to continue accepting and fulfilling postpetition Customer Deposits for Greenhouses in the ordinary course; *provided* that the Debtors are not obligated to accept, apply, or otherwise honor any Customer Deposit or to fulfill any Greenhouse order, and may modify, suspend, or discontinue the acceptance and fulfillment of Customer Deposits and Greenhouse orders at any time in their sole discretion and without further order of the Court.

19. The Debtors seek authority, but not direction, in their sole discretion, to honor Customer Deposits in the ordinary course of business and in the Debtors' business judgment. The relief requested with respect to the Customer Deposits is essential to the Debtors' ability to complete sales and will help maintain customer relationships and revenue during the Chapter 11 Cases.

D. Co-Op Advertising Program

20. The Debtors, in the ordinary course of business, participate in cooperative advertising programs with their vendors and select Customers to promote certain products (the "Co-Op Advertising Program"). The Co-Op Advertising Program is effectively an advertising partnership between the Debtors' vendor and wholesale Customers whereby the vendors pay the Customers to market certain products. The Co-Op Advertising Program costs (the "Co-Op Advertising Costs") are negotiated on a case-by-base and are covered by each vendor. Under the

⁴ The Debtors' books and records reflect approximately \$1.2 million in aggregate "credits" owed to Customers; while the Debtors believe most of this amount is likely comprised of Customer Deposits, certain amounts may also be attributable to obligations arising under the Return and Shortage Policy and the Defective Allowance Policy and overpayments by Customers.

Co-Op Advertising Program, with Debtors act as an intermediary between the parties to facilitate payment and advertising instructions to the Customers. Certain vendors require proof of performance under their co-op agreements and other vendors conduct site visits to ensure compliance under their respective co-op. As of the Petition Date, the Debtors owe approximately \$715,000.00 in aggregate Co-Op Advertising Costs to Customers.

21. Accordingly, out of an abundance of caution, the Debtors seek authority, but not direction, in their sole discretion, to maintain, terminate, or modify the Co-Op Advertising Program in the ordinary course of business and in the Debtors' business judgment. The relief requested with respect to the Co-Op Advertising Program will help maintain customer relationships and revenue during the Chapter 11 Cases.

BASIS FOR RELIEF

22. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

23. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999)

(collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

24. Courts also authorize payment of prepetition claims in appropriate circumstance based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing

Miltenberger v. Logansport, C. & S.W. Ry. Co., 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim. *See CoServ*, 273 B.R. at 497.

25. The relief requested herein is necessary to allow the Debtors to maintain appropriate insurance coverage to maximize the value of their estates during the Chapter 11 Cases. Failure to maintain appropriate insurance coverage could, among other things, expose the Debtors to significant economic risk and also violate applicable legal requirements (including the U.S. Trustee’s operating guidelines).

26. Relief similar to the relief requested herein has been granted in this district in numerous chapter 11 cases. *See, e.g., In re American Signature, Inc.*, Case No. 25-12105 (JKS) (Bankr. D. Del. Dec. 31, 2025) [Docket No. 284]; *In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 7, 2025) [Docket No. 332]; *In re LL Flooring Holdings, Inc.*, Case No. 24-11680 (BLS) (Bankr. D. Del. Sept. 4, 2024) [Docket No. 212]; *In re Vyaire Med., Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. Jul. 9, 2024) [Docket No. 223].

**Processing of Checks and
Electronic Fund Transfers Should be Authorized**

27. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of access to cash on hand and anticipated access to debtor-in-possession financing. In addition, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the

Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

28. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors’ operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

29. Nothing contained in this Motion or any order granting the relief requested in this Motion, 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 this Motion 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

30. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as

required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 18, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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*Proposed Counsel for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**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 _____, 2026, at __:__.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 _____, 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.

Exhibit B

Proposed Final Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

Re: Docket No. ____

**FINAL ORDER (I) AUTHORIZING
THE DEBTOR TO (A) PAY ITS OBLIGATIONS
UNDER PREPETITION INSURANCE POLICIES, (B) CONTINUE TO
PAY CERTAIN BROKERAGE FEES, (C) RENEW, SUPPLEMENT, MODIFY, OR
PURCHASE INSURANCE COVERAGE, 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 a final order (this “Final 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,

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.

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 a final basis as set forth herein.
2. 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 final basis.
3. 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 Final Order.

4. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final 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.

5. 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.

6. Notwithstanding the relief granted in this Final 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.

7. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

8. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

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

This is Exhibit "N" referred to in the affidavit of Joshua Gordon, sworn August 21, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (____)

(Joint Administration Requested)

**DECLARATION OF NEIL GUPTA IN SUPPORT OF THE DEBTORS' MOTION FOR
ENTRY OF INTERIM AND FINAL ORDERS 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**

I, Neil Gupta, hereby declare under penalty of perjury as follows:

1. I am a Managing Director of SSG Capital Advisors, LLC ("SSG Capital"), a leading independent boutique investment bank. SSG Advisors, LLC ("SSG" or the "Firm"), an affiliate of SSG Capital, is the proposed investment banker to the debtors and debtors-in-possession (the "Debtors") in the above-captioned Chapter 11 Cases. SSG has an office at 300 Barr Harbor Drive, Suite 420 West Conshohocken, PA 19428.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of Interim and Final Orders Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503,*

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.

506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting (A) Liens and Providing Superpriority Administrative Expense Status and (B) Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the “DIP Motion”),² which seeks approval of a new money postpetition financing facility (the “DIP Facility”) and use of Cash Collateral.

3. In forming the testimony set forth herein, I have relied upon and/or considered, among other things, the following: (a) my experiences in chapter 11 cases, including with debtor-in-possession (“DIP”) financing facilities and the retention of investment bankers in connection with financial restructurings and sales of businesses and assets; (b) the DIP Motion; (c) certain of the Debtors’ financial statements and reports; (d) documents related to the proposed DIP Facility; (e) SSG’s analyses regarding the proposed DIP Facility and DIP financings in other chapter 11 cases; (f) discussions with the Debtors’ management concerning the Debtors’ businesses and finances; and (g) discussions with certain other professionals at SSG and other advisors to the Debtors.

Qualifications

4. SSG is an independent boutique investment banking firm. SSG's professionals have extensive experience in complex financial restructurings. SSG has expertise assisting middle-market companies and their stakeholders in completing special situation transactions and provides its clients with comprehensive investment banking services in the areas of mergers and acquisitions, private placements, financial restructurings, valuations, litigation and strategic

² Capitalized terms used but not defined herein have the meanings given to such terms in the Motion, Interim Order or the DIP Credit Agreement, as applicable.

advisory. SSG has served as an investment banker to debtors and creditors in a variety of industries, and has provided its advisory services in connection with more than 500 transactions. SSG and its professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 proceedings.

5. I have more than fifteen (15) years of experience advising businesses facing operational and/or financial challenges, including companies in bankruptcy proceedings. I personally have closed over 100 transactions, and I have extensive experience marketing companies or their assets for sale, including experience marketing companies in distress and debtors in bankruptcy cases, raising capital for special situation transactions, and restructuring companies' balance sheets both in court and out of court.

DIP Marketing Efforts

6. On August 6, 2026, the Debtors retained SSG to provide investment banking services, including to, among other tasks, assist the Debtors in identifying, negotiating, evaluating and facilitating a debtor in possession financing facility. As further described in the DIP Motion and the First Day Declaration, I understand that the Debtors have limited liquidity to continue business in the ordinary course and require access to capital to satisfy (a) their working capital and business operating needs; (b) the administrative costs of these Chapter 11 Cases; and (c) the funding requirements necessary to pursue three complementary and concurrent value-maximizing workstreams: (i) a court-supervised going-concern sale process; (ii) an orderly monetization of inventory, receivables, and other assets; and (iii) a real estate disposition program, in each case for the benefit of all stakeholders.

7. In consultation with the Debtors and their advisors, SSG developed a list of parties that could be interested in providing postpetition debtor-in-possession financing to the Debtors in

these Chapter 11 Cases. At the direction of the Debtors, SSG reached out to fourteen (14) third-party institutions that routinely provide debtor-in-possession financing.

8. I understand that substantially all of the Debtors' assets, including their cash on hand as of the Petition Date, are encumbered and subject to validly perfected first priority liens of the Prepetition Secured Creditors and thus constitute Cash Collateral. Therefore, SSG inquired whether any of these third parties would be willing to extend postpetition debtor-in-possession financing to the Debtors on an unsecured, junior priority, or priming basis. Each of these parties confirmed that, in light of the facts and circumstances, they were not willing to extend such financing to the Debtors. No party contacted, other than the DIP Lenders, was willing to provide postpetition financing to the Debtors.

9. Based on the outreach described above, and the feedback I received from these third parties, I believe that there are no alternative sources of financing reasonably available to the Debtors—and I believe it is unlikely that any other third party would be willing to provide such financing—under the circumstances on both better and executable terms than those being provided by the DIP Lenders under the DIP Facility. After extensive, arm's-length negotiations with the Prepetition Secured Creditors and the DIP Lenders, the Debtors were able to secure the proposed DIP Facility, and I believe the DIP Loan Documents embody the best terms on which the Debtors could currently obtain DIP financing under the circumstances.

The DIP Facility

10. The proposed DIP Facility consists of a postpetition superpriority senior secured, asset-based debtor-in-possession revolving credit facility and other financial accommodations in the aggregate principal amount of up to \$55 million, consisting of: (a) revolving new money credit commitments (the "DIP Commitments"), which DIP Commitments shall be available to the

Borrower to draw upon pursuant to a "creeping roll-up" whereby all Cash Collateral is used to pay down the Prepetition Revolving Loans (as defined in the Interim Order) and gives rise to a corresponding amount of availability under the DIP Facility (subject to the terms of the DIP Credit Agreement); and (b) upon the entry of a final order approving the DIP Facility, a cashless roll-up and refinancing of any remaining outstanding Prepetition Revolving Loans of the DIP Lenders as loans under the DIP Facility, together, to the extent not already paid in cash on the Closing Date, with the cash payment of any accrued interest, fees, and other amounts outstanding that constitute Prepetition ABL Obligations owing to such lenders through the entry of the Final Order (collectively, the "DIP Roll-Up Loan" and, together with the Interim Financing, the "DIP Loans"; the DIP Loans together with all other fees, premiums, expenses, and charges arising under the DIP Loan Documents, the "DIP Obligations").

11. The DIP Facility will provide the Debtors with funding necessary to pursue three complementary and concurrent value-maximizing workstreams on terms that I believe are reasonable given the Debtors' circumstances: (i) a court-supervised going-concern sale process; (ii) an orderly monetization of inventory, receivables, and other assets; and (iii) a real estate disposition program. I understand that if the Debtors are unable to access the DIP Facility and use Cash Collateral, the Debtors will be unable to fund payroll obligations, procure goods and services from vendors, pursue the foregoing workstreams, or administer these Chapter 11 Cases, thereby dissipating value to the detriment of the Debtors' estates and stakeholders.

12. I understand that the DIP Facility contains certain Chapter 11 Case Milestones, including DIP Milestones and Sale Milestones, that the Debtors must meet throughout these Chapter 11 Cases. I understand that the Chapter 11 Case Milestones were negotiated by the DIP Lenders and the Debtors, in consultation with their advisors, and that the Chapter 11 Case

Milestones are a condition to the DIP Lenders' provision of the DIP Facility. Based on my discussions with the Debtors and their advisors, I believe that the Chapter 11 Case Milestones grant the Debtors with adequate time to pursue a value-maximizing transaction.

13. The DIP Lenders made it evident in their negotiations with the Debtors that the inclusion of the DIP Roll-Up Loan was a required part of any DIP Facility. Given the thorough negotiations with the DIP Lenders and the Debtors' assessment, along with SSG, that they were unlikely to find better currently available alternatives given the circumstances, I believe that agreeing to the DIP Roll-Up Loan was a reasonable exercise of the Debtors' business judgment.

Conclusion

14. Based on my experience with debtor-in-possession financing transactions and my involvement in the pursuit of alternative postpetition financing proposals on behalf of the Debtors, I believe that the DIP Facility is the best financing option currently available to the Debtors under these circumstances. All negotiations regarding the provision of the DIP Facility were conducted on an arm's-length basis, and the terms and conditions of the DIP Facility, including the DIP Roll-Up Loan, are reasonable given the Debtors' circumstances. Accordingly, I believe that entry into the DIP Facility is an exercise of the Debtors' sound business judgment and will maximize value for the Debtors' stakeholders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: August 19, 2026
West Conshohocken, Pennsylvania

/s/ Neil Gupta

Name: Neil Gupta
Title: Managing Director

*Proposed Investment Banker to the Debtors and
Debtors in Possession*

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

AFFIDAVIT OF JOSHUA GORDON

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, Ontario M5H 0B4

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Lawyers for the Foreign Representative

Tab 3

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

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

**INITIAL RECOGNITION 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 (defined below), 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., in its capacity as proposed information officer (in such capacity, the "**Proposed Information Officer**"), dated ●, 2026, each filed, and upon being provided with copies of the documents required by section 46 of the CCAA,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer, and counsel for such other parties appearing on the participant information form, no one else appearing although duly served as appears from the Lawyer's Certificate of Service of Alec Hoy sworn August 21, 2026, 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.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative", as defined in section 45 of the CCAA, in respect of the proceedings commenced by the Foreign Representative and certain of its affiliated debtors (the "**Debtors**") on August 18, 2026, in the United States Bankruptcy Court for the District of Delaware pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**").

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for the Canadian Debtor is the United States of America and that the Foreign Proceeding of the Canadian Debtor is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against the Canadian Debtor under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, are stayed;
- (b) further proceedings in any action, suit or proceeding against the Canadian Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against the Canadian Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, the Canadian Debtor is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Foreign Representative, with the assistance of the Proposed Information Officer, shall cause to be published a notice substantially in the form attached to this Order as Schedule A, once a week for two (2) consecutive weeks, in the Globe and Mail (National Edition).

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative and the Proposed Information Officer and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS AND DECLARES** that the Interim Stay Order of this Court made on August 19, 2026 (the “**Interim Stay Order**”) shall be of no further force and effect once this Order becomes effective, and that this Order shall be effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing of this Order, provided that nothing herein shall invalidate any action taken in compliance with such Interim Stay Order prior to the effective time of this Order.

9. **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 Proposed 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.

The Honourable Justice Dunphy

**Schedule “A”
Draft Notice to be Published**

Court File No. CL-26-00000372-0000

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

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

NOTICE OF SUPPLEMENTAL ORDER (FOREIGN MAIN PROCEEDING)

PLEASE BE ADVISED that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) granted on August 28, 2026 (the “**Initial Recognition Order**”).

TAKE NOTICE that on August 18, 2026, De Cloet Greenhouse Mfg. Ltd. (the “**Canadian Debtor**”) and certain of its affiliates (collectively, the “**Debtors**”) commenced voluntary reorganization cases (each a “**Chapter 11 Case**”) pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the “**U.S Bankruptcy Court**”). In connection with the Chapter 11 Cases, the Canadian Debtor was appointed to act as foreign representative of the Debtors (the “**Foreign Representative**”). The Foreign Representative’s address is 1805 Charlottesville West Quarter Line, Simcoe, Ontario.

AND TAKE NOTICE that the Initial Recognition Order and the Supplemental Recognition Order granted by the Canadian Court on August 28, 2026 (the “**Supplemental Recognition Order**” and together, the “**Recognition Orders**”) have been issued by the Canadian Court under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA Recognition Proceeding**”) and, among other things: (i) recognized the Chapter 11 Case of the Canadian Debtor as a foreign main proceeding; (ii) granted a stay of proceedings against the Canadian Debtor; (iii) recognized certain orders granted by the U.S. Bankruptcy Court in the Chapter 11 Cases; and (iv) appointed AlixPartners Restructuring, Inc. as the Information Officer with respect to the CCAA Recognition Proceeding (in such capacity, the “**Information Officer**”).

AND TAKE NOTICE that motions, orders and notices filed with the U.S. Bankruptcy Court in the Chapter 11 Cases are available at: <https://dm.epiq11.com/case/bfz/info> and that the Recognition Orders and any other orders that may be granted by the Canadian Court are available at: <https://cdncases.alixpartners.com/experience/case/DeCloet-Greenhouse>.

AND TAKE NOTICE that counsel for the Foreign Representative is:

Cassels Brock & Blackwell LLP

Bay Adelaide Centre – North Tower, Suite 3200

40 Temperance Street
Toronto, Ontario M5H 0B4
Attention: Ryan Jacobs/ Natalie E. Levine/ Alec Hoy
Email: rjacobs@cassels.com/ nlevine@cassels.com/ ahoy@cassels.com

AND PLEASE FINALLY TAKE NOTICE that if you wish to receive copies of the Recognition Orders or obtain further information in respect of the matters set forth in this Notice, you may contact the Information Officer at:

Address: AlixPartners Restructuring Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4
Tel: +1 (416) 932-6022
Email: Isaiah.crystal@alixpartners.com

DATED AT TORONTO, ONTARIO this ● day of ●, 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

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

PROCEEDING COMMENCED AT TORONTO

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)**

CASSELS BROCK & BLACKWELL LLP

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Lawyers for the Foreign Representative

Tab 4

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

THE HONOURABLE) FRIDAY, THE 28TH

~~THE HONOURABLE~~) ~~WEEKDAY, THE #~~

JUSTICE ~~—~~ DUNPHY) DAY OF ~~MONTH~~ AUGUST, ~~20YR~~ 2026

)

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,

~~R.S.C. 1985, c. C-36~~ R.S.C. 1985, c. C-36, AS AMENDED

~~AND IN THE MATTER OF THE [LIST DEBTOR NAMES](the "Debtors")~~

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

APPLICATION OF ~~[NAME OF FOREIGN REPRESENTATIVE]~~
DE CLOET GREENHOUSE MFG. LTD. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-
36, AS AMENDED

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN⁴ PROCEEDING)**

THIS APPLICATION,² made by ~~[NAME OF FOREIGN REPRESENTATIVE]~~ De Cloet
Greenhouse Mfg. Ltd. (the "Canadian Debtor"), in its capacity as the foreign representative (in
such capacity, the "Foreign Representative") of the Debtors (defined below), pursuant to the

⁴ Under section 47 the Canadian Court must be satisfied that the application for the recognition of a foreign proceeding relates to a foreign proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding is a foreign "main" or a foreign "non-main" proceeding. If the Canadian Court recognizes a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of this model Order are minimal, and based on the mandatory relief set out in section 48 of the CCAA with respect to a foreign main proceeding. As noted below, supplemental and other relief is set out in the model Supplemental Order (Foreign Main Proceeding).

² Part IV of the CCAA governs cross-border insolvencies.

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 ~~at 330 University Avenue,~~by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~, ~~[the preliminary report of [NAME]]~~Adam Zalev sworn August 19, 2026, the Affidavit of Adam Zalev sworn August 21, 2026 and the Pre-Filing Report of AlixPartners Restructuring Inc., in its capacity as proposed information officer (in such capacity, the "Proposed Information Officer"), dated ~~[DATE]~~●, 2026, each filed, and upon being provided with copies of the documents required by ~~s.~~section 46 of the CCAA,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) ~~[will be/~~is being~~]~~ sought,³

AND UPON HEARING the submissions of counsel for the Foreign Representative, ~~[counsel for the Proposed Information Officer,]~~ and counsel for ~~[OTHER PARTIES], and upon~~ ~~being advised that no other persons were served with the Notice of Application:~~⁴such other parties appearing on the participant information form, no one else appearing although duly served as appears from the Lawyer's Certificate of Service of Alec Hoy sworn August 21, 2026, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated⁵ so that this Application is properly returnable today and hereby dispenses with further service thereof.

³ In addition to the mandatory relief contained in this Order pursuant to section 48 of the CCAA, certain discretionary relief may be granted by the Court pursuant to section 49 of the CCAA. Examples of such discretionary relief are contained in a model Supplemental Order (Foreign Main Proceeding), also available on the Commercial List website.

⁴ Revise to be consistent with the service recital in the Supplemental Order, if it is being sought concurrently.

⁵ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA ~~of the Debtors~~, in respect of ~~[DESCRIBE FOREIGN PROCEEDING]~~ ~~(the "~~the proceedings commenced by the Foreign Representative and certain of its affiliated debtors (the "Debtors") on August 18, 2026, in the United States Bankruptcy Court for the District of Delaware pursuant to chapter 11 of title 11 of the United States Code (the "Foreign Proceeding"~~"~~)~~)~~.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for ~~each of the Debtors is~~ ~~[FILING JURISDICTION FOR FOREIGN PROCEEDING]~~,⁶ the Canadian Debtor is the United States of America and that the Foreign Proceeding of the Canadian Debtor is hereby recognized as a "foreign main proceeding"⁷ as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS⁸

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against ~~any~~ the Canadian Debtor under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, are stayed;
- (b) further proceedings in any action, suit or proceeding against ~~any~~ the Canadian Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against ~~any~~ the Canadian Debtor is prohibited.

NO SALE OF PROPERTY⁹

5. **THIS COURT ORDERS** that, except with leave of this Court, ~~each of the Debtors~~ Canadian Debtor is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and

⁶ A "foreign main proceeding" as defined in section 45 of the CCAA is "a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests". Accordingly, the Court must make this determination in concluding that the proceeding being recognized is a foreign main proceeding. This determination should be made for each individual Debtor.

⁷ A separate model order is being developed with respect to foreign non-main proceedings.

⁸ The provisions of this paragraph 4 are based on section 48 of the CCAA. More comprehensive stay provisions are found in the model Supplemental Order (Foreign Main Proceeding).

⁹ Based on section 48(d) of the CCAA.

- (b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that ~~[without delay]~~[within ~~[NUMBER]~~five (5) business days from the date of this Order, or as soon as practicable thereafter]⁴⁰, the Foreign Representative, with the assistance of the Proposed Information Officer, shall cause to be published a notice substantially in the form attached to this Order as Schedule ~~[*]~~A,⁴⁴ once a week for two (2) consecutive weeks, in ~~[NAME OF NEWSPAPER(S)]~~.⁴²the Globe and Mail (National Edition).

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors ~~and~~ the Foreign Representative and the Proposed Information Officer and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS AND DECLARES** that ~~[the Interim Initial Order made on [DATE]]~~Stay Order of this Court made on August 19, 2026 (the "Interim Stay Order") shall be of no further force and effect once this Order becomes effective, and that~~]~~ this Order shall be effective as of ~~[TIME]~~⁴³12:01 a.m. (Eastern Time) on the date of this Order~~[without the need for entry or filing of this Order]~~, provided that nothing herein shall invalidate any action taken in compliance with such Interim ~~Initial~~Stay Order prior to the effective time of this Order.~~]~~⁴⁴

⁴⁰ Section 53 of the CCAA requires publication "without delay after the order is made". The alternative language, above, may provide more certainty as to when that publication must take place.

⁴⁴ The notice must contain information prescribed under the CCAA (section 53(b)).

⁴² Section 53(b) of the CCAA requires that the Foreign Representative publish, unless otherwise directed by the Court, notice of the Recognition Order once a week for two consecutive weeks, in one or more newspapers in Canada specified by the Court. In addition, the Foreign Representative has ongoing reporting obligations pursuant to section 53(a) of the CCAA.

⁴³ This time should be after the effective time that the Foreign Representative was appointed in the Foreign Proceeding.

⁴⁴ If an Interim Initial Order was not made, references to an Interim Initial Order should be removed from this paragraph.

9. **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 Debtors and~~ the Foreign Representative, the Proposed 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.

The Honourable Justice Dunphy

Schedule "A"
Draft Notice to be Published

Court File No. CL-26-00000372-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

NOTICE OF SUPPLEMENTAL ORDER (FOREIGN MAIN PROCEEDING)

PLEASE BE ADVISED that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") granted on August 28, 2026 (the "**Initial Recognition Order**").

TAKE NOTICE that on August 18, 2026, De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**") and certain of its affiliates (collectively, the "**Debtors**") commenced voluntary reorganization cases (each a "**Chapter 11 Case**") pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**U.S Bankruptcy Court**"). In connection with the Chapter 11 Cases, the Canadian Debtor was appointed to act as foreign representative of the Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 1805 Charlottesville West Quarter Line, Simcoe, Ontario.

AND TAKE NOTICE that the Initial Recognition Order and the Supplemental Recognition Order granted by the Canadian Court on August 28, 2026 (the "**Supplemental Recognition Order**" and together, the "**Recognition Orders**") have been issued by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA Recognition Proceeding**") and, among other things: (i) recognized the Chapter 11 Case of the Canadian Debtor as a foreign main proceeding; (ii) granted a stay of proceedings against the Canadian Debtor; (iii) recognized certain orders granted by the U.S. Bankruptcy Court in the Chapter 11 Cases; and (iv) appointed AlixPartners Restructuring, Inc. as the Information Officer with respect to the CCAA Recognition Proceeding (in such capacity, the "**Information Officer**").

AND TAKE NOTICE that motions, orders and notices filed with the U.S. Bankruptcy Court in the Chapter 11 Cases are available at: <https://dm.epiq11.com/case/bfz/info> and that the Recognition Orders and any other orders that may be granted by the Canadian Court are available at: <https://cdncases.alixpartners.com/experience/case/DeCloet-Greenhouse>.

AND TAKE NOTICE that counsel for the Foreign Representative is:

Cassels Brock & Blackwell LLP

Bay Adelaide Centre – North Tower, Suite 3200

40 Temperance Street
Toronto, Ontario M5H 0B4
Attention: Ryan Jacobs/ Natalie E. Levine/ Alec Hoy
Email: riacobs@cassels.com/ nlevine@cassels.com/ ahoy@cassels.com

AND PLEASE FINALLY TAKE NOTICE that if you wish to receive copies of the Recognition Orders or obtain further information in respect of the matters set forth in this Notice, you may contact the Information Officer at:

Address: [AlixPartners Restructuring Inc.](#)
[220 Bay Street, 13th Floor](#)
[Toronto, ON M5J 2W4](#)
Tel: [+1 \(416\) 932-6022](#)
Email: Isaiah.crystal@alixpartners.com

DATED AT TORONTO, ONTARIO this ● day of ●, 2026.

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

CASSELS BROCK & BLACKWELL LLP
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Lawyers for the Foreign Representative

Tab 5

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

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 ●, 2026, 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.

39. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing of this Order.

The Honourable Justice Dunphy

Schedule "A"
Foreign Representative Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

Re: Docket No. 3

CERTIFIED:
AS A TRUE COPY:

ATTEST:

STEPHEN L. GRANT
U.S. BANKRUPTCY COURT

Deputy Clerk

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:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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 cancellation, 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 Challenge⁸ (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.leafy@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.

A handwritten signature in dark ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

Dated: August 20th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Lien Priority Annex⁹**

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 DIP Superpriority Claim	Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)
Adequate Protection Liens (for Prepetition ABL Secured Parties) Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties)	Prepetition Term Loan Liens Prepetition Term Loan Obligations
Prepetition ABL Liens Prepetition ABL Obligations	DIP Liens DIP Superpriority Claim
Adequate Protection Liens (for Prepetition Term Loan Secured Parties) Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties)	Adequate Protection Liens (for Prepetition ABL Secured Parties) 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.

Prepetition Term Loan Liens	Prepetition ABL Liens
Prepetition Term Loan Obligations	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

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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 delegatee) 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 Candéal 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 (5th) 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)(1) 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 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 Indemnities taken as a whole and (z) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use 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 unmaturing. 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 or of other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by 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:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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 Collateral⁴ 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.leafy@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**

In re:

BFG Supply Co., LLC,

Debtor.

Chapter 11

Case No. 26-11284 (CTG)

Tax I.D. No. 35-2116660

Re: Docket No. 2

In re:

Bamboo Purchaser, Inc.,

Debtor.

Chapter 11

Case No. 26-11283 (CTG)

Tax I.D. No. 87-3191173

In re:

BFG Purchaser Parent, Inc.,

Debtor.

Chapter 11

Case No. 26-11285 (CTG)

Tax I.D. No. 87-3372451

In re:

BFG Supply Holdings, Inc.,

Debtor.

Chapter 11

Case No. 26-11286 (CTG)

Tax I.D. No. 84-4254070

In re:

BFG Holdings I, Inc.,

Debtor.

Chapter 11

Case No. 26-11287 (CTG)

Tax I.D. No. 27-3431502

In re:

BFG Supply Canada Holdings, Inc.,

Debtor.

Chapter 11

Case No. 26-11288 (CTG)

Tax I.D. No. 87-1299737

In re: De Cloet Greenhouse Mfg. Ltd., Debtor.	Chapter 11 Case No. 26-11289 (CTG) Tax I.D. No. N/A
In re: BFG Kalamazoo, LLC, Debtor.	Chapter 11 Case No. 26-11290 (CTG) Tax I.D. No. 26-0220121
In re: BFG Logistics, LLC, Debtor.	Chapter 11 Case No. 26-11291 (CTG) Tax I.D. No. 20-4284172
In re: L&L Nursery Supply, Inc., Debtor.	Chapter 11 Case No. 26-11292 (CTG) Tax I.D. No. 95-2469972
In re: Gard’N-Wise Distributors, Inc., Debtor.	Chapter 11 Case No. 26-11293 (CTG) Tax I.D. No. 48-0578418
In re: International Greenhouse Contractors LLC, Debtor.	Chapter 11 Case No. 26-11294 (CTG) Tax I.D. No. 91-1487313
In re: Greenhouse Solutions, LLC, Debtor.	Chapter 11 Case No. 26-11295 (CTG) Tax I.D. No. 20-1481860

In re: Greenhouse Contracting Services, LLC, Debtor.	Chapter 11 Case No. 26-11296 (CTG) Tax I.D. No. 46-3993738
In re: Green-Tek, LLC, Debtor.	Chapter 11 Case No. 26-11297 (CTG) Tax I.D. No. 39-1598749
In re: GROSouth, Inc., Debtor.	Chapter 11 Case No. 26-11298 (CTG) Tax I.D. No. 63-0464231
In re: BFG VG Supply Acquisition, LLC, Debtor.	Chapter 11 Case No. 26-11299 (CTG) 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:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(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.leafy@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.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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);

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.leafy@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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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.

Schedule "I"
Interim Wages Order

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

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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.leafy@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

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.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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

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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.leafy@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**

In re:

BFG Supply Co., LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11284 (CTG)

(Jointly Administered)

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

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)**

CASSELS BROCK & BLACKWELL LLP

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Lawyers for the Foreign Representative

Tab 6

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

THE HONOURABLE

)

FRIDAY, THE 28TH

)

~~WEEKDAY, THE #~~

~~THE HONOURABLE~~

)

DAY OF ~~MONTH~~AUGUST, ~~20YR~~2026

JUSTICE ~~—~~DUNPHY

)

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

~~AND IN THE MATTER OF THE [LIST DEBTOR NAMES](the "Debtors")~~

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

APPLICATION OF ~~[NAME OF FOREIGN REPRESENTATIVE]~~
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[†]

[†] As noted in several footnotes in this model order, practice under Part IV of the CCAA is still developing, and as certain issues are determined by Canadian courts, this model order will be amended to reflect the development of the law in this area.

(FOREIGN MAIN² PROCEEDING)

THIS APPLICATION, made by ~~[NAME OF FOREIGN REPRESENTATIVE]~~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 ~~at 330 University Avenue,~~by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~, ~~[the preliminary report of [NAME]]~~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 ~~[DATE]~~●, 2026, 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 ~~proposed~~other parties appearing on the participant information officer,] ~~counsel for [OTHER PARTIES] form~~, no one appearing for ~~[NAME]~~³any other party although duly served as appears from the ~~affidavit of service of [NAME] sworn [DATE]~~Lawyer's Certificate of Service of Alec Hoy sworn August 21, 2026, and on reading the consent of ~~[NAME OF PROPOSED INFORMATION OFFICER]~~AlixPartners to act as the information officer, each filed:

² If the Canadian Court has recognized a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of the model Initial Recognition Order (Foreign Main Proceeding) fulfill the mandatory requirements of section 48 with respect to a foreign main proceeding. Section 49 of the CCAA also allows the Court to make any order that it considers appropriate for the protection of the debtor company's property or the interests of a creditor or creditors. This Supplemental Order contains discretionary relief that might be granted by the Court in the appropriate circumstances. The Model Order Subcommittee has attempted to make the provisions of this model Order consistent with similar provisions in other model Orders. Supplemental relief (whether contained in this Order or in subsequent Orders) may also include provisions dealing with the sale of assets, the recognition of critical vendors, a claims process, or any number of other matters, or may recognize foreign orders or laws granting such relief.

³ Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1) and 11.52(1).

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated⁴ 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 ~~[DATE]~~August 28, 2026 (the ~~"Initial Recognition Order"~~"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 ORDERS⁵

4. **THIS COURT ORDERS** that the following orders (collectively, the ~~"Foreign Orders"~~"Foreign Orders") of ~~[NAME OF FOREIGN COURT]~~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 effect⁶ in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

⁴ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in the appropriate circumstances.~~

⁵ ~~This model Order adopts an approach that might be applicable to some foreign proceedings, but not others. For example, U.S. proceedings will typically generate court orders that will be brought to the Canadian Courts for recognition. Other jurisdictions may have statutory or regulatory rights (rather than court orders) that need to be recognized in Canada.~~

⁶ ~~Section 50 of the CCAA provides that an order made under Part IV of the CCAA may be made on any terms and conditions that the Court considers appropriate in the circumstances. Such terms and conditions would presumably need to be consistent with the orders or laws applicable to the foreign proceeding, subject to (i) the limitations imposed by section 48(2) (an order made under section 48(1) must be consistent with any order made under the CCAA), and (ii) the limitations imposed in section 61 (which provides that the Court may apply legal~~

~~(a) [list Foreign Orders, or portions of Foreign Orders, copies of which should be attached as schedules to this Order], attached as Schedule A to this Order;~~

- (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;*

~~or equitable rules that are not inconsistent with the CCAA, and further that the Court may refuse to do something that would be contrary to public policy). All of the Foreign Orders should be reviewed by counsel with these issues in mind, and the Court may require confirmation from counsel that there is nothing in the Foreign Orders that is inconsistent with the CCAA or that would raise the public policy exception referenced in section 61 of the CCAA.~~

- (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 OFFICER⁷

5. **THIS COURT ORDERS** that ~~[NAME OF INFORMATION OFFICER]~~ (the ~~"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.

⁷~~The appointment of an Information Officer is not required by the CCAA, and is in the discretion of the Court. Information Officers are normally trustees licensed under the Bankruptcy and Insolvency Act.~~

NO PROCEEDINGS AGAINST THE ~~DEBTORS~~CANADIAN DEBTOR OR THE PROPERTY⁸

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 ~~Debtors~~Canadian Debtor or affecting ~~their~~its business (the "Business") or ~~their~~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,⁹ and any and all Proceedings currently under way against or in respect of ~~any of~~ the ~~Debtors~~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 ~~Debtors [or the Foreign Representative]~~Canadian Debtor, or affecting the Business or the Property, are hereby stayed and suspended except

⁸ The Model Order Subcommittee notes that a "Non-Derogation of Rights" section (found, for example, in the Model Initial CCAA Order) has not been included in this model Order. In a 'full' CCAA proceeding, which would typically include a stay of proceedings made under section 11.02 of the CCAA, a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, and 11.1(2). However, in a Part IV proceeding, section 48 of the CCAA (rather than section 11.02 of the CCAA) is being relied upon when a stay of proceedings is being sought, and despite the wording of section 48(2) and section 61, it is not clear if the restrictions applicable to a section 11.02 stay of proceedings are also applicable to a section 48 stay of proceedings, or would restrict the recognition of foreign proceedings or foreign orders that include a stay of proceedings broader than permitted in a section 11.02 stay of proceedings. These issues remain open for determination by Canadian courts.

⁹ Where the Court considers it to be appropriate, it may authorize other Persons, including a Court appointed Information Officer, to provide consent to any Proceeding. This same comment applies in paragraphs 6 through 11 of this Order.

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 ~~any of the Debtors~~Canadian Debtor to carry on any business in Canada which ~~that~~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,]~~ ~~(iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.~~

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 ~~any of the Debtors~~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 ~~Debtors~~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, ~~utility~~utilities, licencing arrangements, manufacturing agreements, fuel, maintenance, customers broker services or other services provided in respect of the Property or Business of the ~~Debtors~~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 ~~Debtors~~Canadian Debtor, and that the ~~Debtors~~Canadian Debtor shall be entitled to the continued use in Canada of ~~their~~its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.¹⁰

¹⁰ ~~Section 11.01 of the CCAA provides that no order made under section 11 or 11.02 has the effect of (a) prohibiting a person from requiring immediate payment for goods, services, etc. provided after the order is made,~~

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 ~~of the Debtors~~ (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 ~~Debtors~~ 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 ~~least once every [three] months~~ such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign ~~Proceedings~~ Proceeding, which reports may include information relating to the

~~or (b) requiring the further advance of money or credit. It is unclear whether these provisions also apply to an order made pursuant to section 48 of the CCAA. Please see the discussion in footnote 8 above.~~

~~^{††} Counsel should specifically address with the Court whether this provision is appropriate in the context of this Order.~~

Property, the Business, or such other matters as may be relevant to the proceedings herein;

~~(c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;~~

(c) ~~(d)~~ 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 ~~Debtors~~Canadian Debtor, to the extent that is necessary to perform its duties arising under this Order; and

(d) ~~(e)~~ 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 ~~Debtors and the Foreign Representative~~Canadian Debtor shall (i) advise the Information Officer of all material steps taken by the ~~Debtors or Canadian Debtor (including in its capacity as~~ the Foreign Representative) in ~~these proceedings~~this proceeding or in the Foreign ~~Proceedings~~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 ~~these proceedings~~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 ~~Debtors~~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 ~~Debtors~~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 ~~relevant Debtors~~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 ~~Debtors~~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 ~~Debtors are~~Canadian Debtor is hereby authorized and directed to pay the accounts of ~~the~~Canadian Counsel, the Information Officer and counsel for the Information Officer on a ~~[TIME INTERVAL]~~ basis and, in addition, ~~the Debtors are hereby authorized to pay to~~ 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, ~~retainers each~~ in the ~~amount[s]~~amounts of USD\$[AMOUNT OR AMOUNTS] [97,000, \$100,000 and \$150,000, respectively,] ~~to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.~~ 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, ~~and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.~~

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and counsel to the Information Officer, ~~if any,~~ 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\$[AMOUNT], 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 ~~21~~25 and ~~23~~27 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 25 and 27 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 FINANCING¹²

23. ~~20.~~ **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~~Lender's Charge shall be consistent with the liens and charges created by the ~~[DESCRIBE DIP LOAN ORDER MADE IN THE FOREIGN PROCEEDING], provided~~ however that the DIP Lender's Charge (i) shall not secure an obligation that exists before this Order is made,¹³ and (ii) with respect to the Property in Canada, Order but in any event subject to the provisions of paragraphs 25 and 27 hereof. The DIP Lender's Charge shall have the priority set out in paragraphs ~~{21}~~25 and ~~{23}~~27 hereof, ~~and further~~ provided that the DIP ~~Lender's~~Lender's Charge shall not be enforced except with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

24. ~~21.~~ **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:¹⁴

First – Administration Charge (to the maximum amount of USD\$[AMOUNT]450,000); ~~and~~

¹² Optional – if there is a DIP Lender which takes security over assets in Canada or in respect of Canadian Debtors. If more comprehensive interim financing provisions are required, please refer to the model CCAA Initial Order for sample provisions.

¹³ This restriction appears in the interim financing provisions found in section 11.2(1) of the CCAA. It is unclear if this prohibits the recognition of a foreign order that creates a DIP Lender's Charge securing pre-filing obligations.

¹⁴ The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.

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

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

25. ~~22.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Administration Charge or the DIP Lender's Charge (collectively, 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. ~~23.~~ **THIS COURT ORDERS** that each of the ~~Administration Charge and the DIP Lender's Charge (all 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 28 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. ~~24.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Debtors~~Canadian Debtor shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the ~~Administration Charge or the DIP Lender's Charge~~Charges, unless the ~~Debtors~~Canadian Debtor also ~~obtain~~obtains the prior written consent of the ~~Information Officer and the DIP Lender~~beneficiaries of the Charges (collectively, the "Chargees").

29. ~~25.~~ **THIS COURT ORDERS** that the ~~Administration Charge and the DIP Lender's Charge~~Charges shall not be rendered invalid or unenforceable and the rights and remedies of the ~~chargees entitled to the benefit of the Charges (collectively, 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 ~~any~~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 ~~a~~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 ~~Debtors~~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. ~~26.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~applicable Debtor's~~ Canadian Debtor's interest in such real property leases.

SERVICE AND NOTICE

31. ~~27.~~ **THIS COURT ORDERS** that ~~that the E-Service Protocol of the~~ 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 ~~<https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>~~ 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 ~~21~~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. ~~28.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Debtors, the Foreign Representative and 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 ~~Debtors'~~ Canadian Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the ~~applicable~~ Canadian Debtor and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ 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, ~~or if sent by ordinary mail, on the third business day after mailing.~~

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. ~~29.~~ **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. ~~30.~~ **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 ~~any~~ the Canadian Debtor, the Business or the Property.

36. ~~31.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada ~~or in the~~ ~~[JURISDICTION OF THE FOREIGN PROCEEDING]~~, the United States or any other foreign jurisdiction, to give effect to this Order and to assist ~~the Debtors,~~ 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 ~~Debtors,~~ 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 ~~Debtors,~~ the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

37. ~~32.~~ **THIS COURT ORDERS** that each of the ~~Debtors,~~ 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.

~~33. THIS COURT ORDERS that the Guidelines for Court to Court Communications in Cross-Border Cases developed by the American Law Institute and attached as Schedule [*] hereto is adopted by this Court for the purposes of these recognition proceedings.~~

38. ~~34.~~ **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 ~~Debtors, 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.

39. ~~35.~~ **THIS COURT ORDERS** that this Order shall be effective as of ~~[TIME]~~ 12:01 a.m. (Eastern Time) on the date of this Order.¹⁵ without the need for entry or filing of this Order.

The Honourable Justice Dunphy

¹⁵ ~~The time referenced in this Order should be the same time as the time referenced in the Recognition Order, if the two Orders are made on the same date. In the absence of such a provision, Rule 59.01 of the Ontario *Rules of Civil Procedure* appears to indicate that an Order is effective as of 12:01 a.m. on the date of the Order (Rule 59.01 provides that "An order is effective from the date on which it is made, unless it provides otherwise").~~

Schedule "A"
Foreign Representative Order

Schedule "B"
DIP Order

Schedule "C"
Interim Liquidation Procedures Order

Schedule "D"
Joint Administration Order

Schedule "E"
Interim Critical Vendors Order

Schedule "F"
Interim Utilities Order

Schedule "G"
Interim Taxes Order

Schedule "H"
Interim Insurance Order

Schedule "I"
Interim Wages Order

Schedule “J”
Interim Cash Management Order

Schedule "K"
Interim Customer Programs Order

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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Lawyers for the Foreign Representative

[ATTACH APPROPRIATE SCHEDULES]

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

**MOTION RECORD
INITIAL RECOGNITION ORDER (FOREIGN MAIN
PROCEEDING) AND SUPPLEMENTAL RECOGNITION
ORDER (FOREIGN MAIN PROCEEDING)**

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