

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

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:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:   
Debtors.<sup>1</sup> : (Jointly Administered)  
:   
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**DEBTORS' WITNESS AND EXHIBIT LIST**

The above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) file this Witness and Exhibit List for the hearing to be held on **January 24, 2025, at 1:00 p.m. (prevailing Central Time)** (the “*Hearing*”).

**WITNESSES**

The Debtors may call any of the following witnesses at the Hearing:

1. Chad E. Coben, Chief Restructuring Officer of The Container Store Group, Inc. and Senior Managing Director, FTI Consulting;
2. Adam Dunayer, Managing Director, Houlihan Lokey Capital, Inc.;
3. Darlene Calderon, Corporate Restructuring, Verita Global;
4. Charles Tyson, Board Member of The Container Store Group, Inc.;
5. Karen Stuckey, Board Member of The Container Store Group, Inc.;
6. Any witness called or listed by any other party; and

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

\* Anticipated testimony includes expert testimony.



7. Rebuttal witnesses as necessary.

### EXHIBITS

The Debtors may offer into evidence any one or more of the following exhibits at the Hearing:

| Ex. # | Description   | Offered | Objection | Admitted/<br>Not<br>Admitted | Disposition |
|-------|---|---------|-----------|------------------------------|-------------|
| 1.    | Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions [Docket No. 6]  |         |           |                              |             |
| 2.    | Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code (excluding exhibits) [Docket No. 18]   |         |           |                              |             |
| 3.    | Financial Projections [Docket No. 18, Ex. C]  |         |           |                              |             |
| 4.    | Liquidation Analysis [Docket No. 18, Ex. D]   |         |           |                              |             |
| 5.    | Valuation Analysis [Docket No. 18, Ex. E]   |         |           |                              |             |
| 6.    | Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 19]   |         |           |                              |             |
| 7.    | Certificate of Service of Solicitation Materials, dated December 23, 2024 [Docket No. 51]   |         |           |                              |             |
| 8.    | Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined |         |           |                              |             |

| Ex. # | Description   | Offered | Objection | Admitted/<br>Not<br>Admitted | Disposition |
|-------|---|---------|-----------|------------------------------|-------------|
|       | Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief [Docket No. 81] |         |           |                              |             |
| 9.    | Certificate of Service for Documents Served on December 24, 2024 and December 26, 2024 [Docket No. 114]   |         |           |                              |             |
| 10.   | Certificate of Service for Documents Served on December 24, 2024 and December 27, 2024 [Docket No. 116]   |         |           |                              |             |
| 11.   | Affidavit of Publication of the Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines in The New York Times and USA Today [Docket No. 117]   |         |           |                              |             |
| 12.   | Notice of Filing of Plan Supplement to the Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 132]   |         |           |                              |             |
| 13.   | Supplemental Certificate of Service for Documents Served on January 10, 2025 [Docket No. 144]   |         |           |                              |             |

| Ex. # | Description   | Offered | Objection | Admitted/<br>Not<br>Admitted | Disposition |
|-------|---|---------|-----------|------------------------------|-------------|
| 14.   | Certificate of Service for Plan Supplement Served on January 14, 2025 [Docket No. 145]  |         |           |                              |             |
| 15.   | [Proposed] Order (I) Approving Debtors' Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 147]               |         |           |                              |             |
| 16.   | Certificate of Service for Documents Served on January 15, 2025 [Docket No. 149]  |         |           |                              |             |
| 17.   | First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code ( <i>to come</i> )  |         |           |                              |             |
| 18.   | [Notice of Filing of Redline of First Amended Plan] ( <i>to come</i> )  |         |           |                              |             |
| 19.   | Notice of Filing of First Amended Plan Supplement to the Prepackaged Joint plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code ( <i>to come</i> )   |         |           |                              |             |
| 20.   | Declaration of Darlene S. Calderon Regarding the Solicitation and Tabulation of Votes on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code ( <i>to come</i> )               |         |           |                              |             |
| 21.   | Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Confirmation of the First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code ( <i>to come</i> ) |         |           |                              |             |

| Ex. # | Description  | Offered | Objection | Admitted/<br>Not<br>Admitted | Disposition |
|-------|--|---------|-----------|------------------------------|-------------|
| 22.   | Declaration of Adam Dunayer in Support of Confirmation of the First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code ( <i>to come</i> ) |         |           |                              |             |
|       | Any documents filed in the above-captioned bankruptcy case   |         |           |                              |             |
|       | Any exhibit listed or introduced by any other party  |         |           |                              |             |
|       | Rebuttal exhibits as necessary   |         |           |                              |             |

The Debtors reserve their right to amend or supplement this Witness and Exhibit List as necessary in advance of the Hearing.

Dated: January 22, 2025  
Houston, Texas

Respectfully submitted,

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

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*Proposed Co-Counsel for the Debtors and  
Debtors in Possession*

**CERTIFICATE OF SERVICE**

I certify that on January 22, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

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

Timothy A. ("Tad") Davidson II

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

----- X  
In re: : Chapter 11  
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
Debtors.<sup>1</sup> : (Joint Administration Requested)  
----- X

**DECLARATION OF CHAD E. COBEN, CHIEF RESTRUCTURING OFFICER,  
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

I, Chad E. Coben, declare under penalty of perjury:

1. I am the Chief Restructuring Officer of Debtor The Container Store Group, Inc., and an officer of the other above-captioned debtors and debtors in possession (collectively, the “*Debtors*” and, together with their non-debtor affiliates, the “*Company*” or “*The Container Store*”). I am also a Senior Managing Director in the Corporate Finance and Restructuring segment of FTI Consulting, Inc. (“*FTI*”), a leading restructuring advisory services firm.

2. Since May 2024, FTI has served as consultant and restructuring advisor to The Container Store. Since its retention, FTI has assisted The Container Store with long-term business plan development, liquidity analyses, general financial planning and analysis, the Strategic Alternatives Review (as defined below), and financial restructuring (starting in September 2024). Shortly before the Petition Date, I was appointed the Chief Restructuring Officer in connection with the filing of the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”).

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

3. I have worked in the corporate finance and restructuring field for over 30 years and have been at FTI for over 15 years. During the course of my career, I have served as an advisor or interim executive in the transformation, turnaround, and restructuring of dozens of public and private equity-backed companies, including CEC Entertainment, Monitronics, Sundance Energy, GTT Communications, Borden Dairy Company, 48 Forty Solutions, Bowery Farms, Wine.com, Interface Security, and many others. Additionally, I have held executive officer roles including Chief Restructuring Officer of MediaLab AI, a digital publisher and technology company; Chief Restructuring Officer of CPXi, a leading ad tech and digital media company; Chief Restructuring Officer of LodgeNet Interactive, the leading provider of entertainment and connectivity services to hospitality and healthcare businesses; and Chief Financial Officer of Blue Nile, the largest online retailer of diamonds and fine jewelry, among others.

4. I began my career at Bank of America, where I spent six years in the Media and Communications Finance Group originating, structuring, and underwriting credit products. I joined FTI at the beginning of 2009 after FTI's acquisition of CXO, L.L.C., a boutique turnaround and advisory services firm. Prior to that, I spent over six years as a part of a core management team involved in the consolidations, financings, and operations of telecommunications, media, and technology related businesses. I hold a Bachelor of Science in Economics from the University of Texas at Austin and a Master of Business Administration from the Cox School of Business at Southern Methodist University. I am also a former board member of the Turnaround Management Association, affiliated with the American Bankruptcy Institute, and have been certified as a Certified Turnaround Professional by the Turnaround Management Association.

5. I am authorized to submit this declaration (this "***Declaration***") on behalf of the Debtors. In my capacity as Chief Restructuring Officer of the Debtors, I am responsible for



overseeing the restructuring activities and operations of the Debtors, including reporting to and assisting the Restructuring Committee of the Board of Directors of The Container Store Group, Inc. (the “**Board**”) in making and implementing major corporate decisions.

6. As a result of my experience with the Debtors, I am generally familiar with the Debtors’ businesses, operations, financial matters, operating results, business plans, actual and projected cash flows, and underlying books and records, restructuring process, and creditor negotiations. Except as otherwise indicated, all statements set forth in this Declaration are based on my personal knowledge, my discussions with other members of the Debtors’ management team, employees, and advisors, my review of relevant documents, and/or my opinion based on my experience, knowledge, and information concerning the Debtors’ operations and financial condition. Any references to the Bankruptcy Code (as defined below), the chapter 11 process, and related legal matters herein reflect my understanding of such matters based on the explanations provided by the Debtors’ counsel. If called to testify, I would testify competently to the facts set forth in this Declaration.

7. On the date hereof (the “**Petition Date**”), the Debtors filed voluntary petitions (the “**Petitions**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”). I submit this Declaration in support of the Debtors’ Petitions and the “first-day” motions and applications that are being filed with the Court concurrently herewith (collectively, the “**First Day Pleadings**”).

8. The Debtors commenced these Chapter 11 Cases to implement a restructuring of their capital structure in a manner that will maintain go-forward business operations and allow the Company to emerge from bankruptcy as quickly as possible with a strong balance sheet that better

positions the Company for long-term success. The Debtors seek to achieve these goals through the proposed *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (including all exhibits and schedules thereto, and as may be amended, modified, or supplemented from time to time, the “**Plan**”), filed contemporaneously herewith, pursuant to which, if confirmed, the restructuring will be effectuated. In support of the Plan and contemplated restructuring, the Debtors reached consensus with their key stakeholder constituencies and entered into that (a) certain Transaction Support Agreement dated December 21, 2024 (a copy of which is attached hereto as **Exhibit A**), executed by the Company’s Prepetition Term Lenders (as defined below) holding over 90% of the outstanding principal amount and (b) the DIP & Exit ABL Commitment Letter (a copy of which is attached hereto as **Exhibit B**), executed by Eclipse Business Capital LLC (“**Eclipse**”). Accordingly, the Plan and contemplated restructuring enjoys the overwhelming support of the Company’s financial creditors. **Importantly, the Plan does not impair any of its general unsecured creditors. If the Plan is confirmed, the Company anticipates that all trade vendor and similar claims will be paid or otherwise satisfied, and the Company will continue to operate in the ordinary course, ultimately protecting the jobs of more than 3,800 employees.**

9. The Debtors seek the relief set forth in the First Day Pleadings to minimize any adverse effects of the commencement of these Chapter 11 Cases on their business. I have reviewed the Debtors’ Petitions and the First Day Pleadings, or have otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to ensure the uninterrupted operation of the Debtors’ business and to successfully maximize the value of the Debtors’ estates.

10. To familiarize this Court with the Debtors, their business, the circumstances leading to the commencement of the Chapter 11 Cases, the objectives of the Chapter 11 Cases, and the relief the Debtors are seeking in the First Day Pleadings, this Declaration is organized as follows:

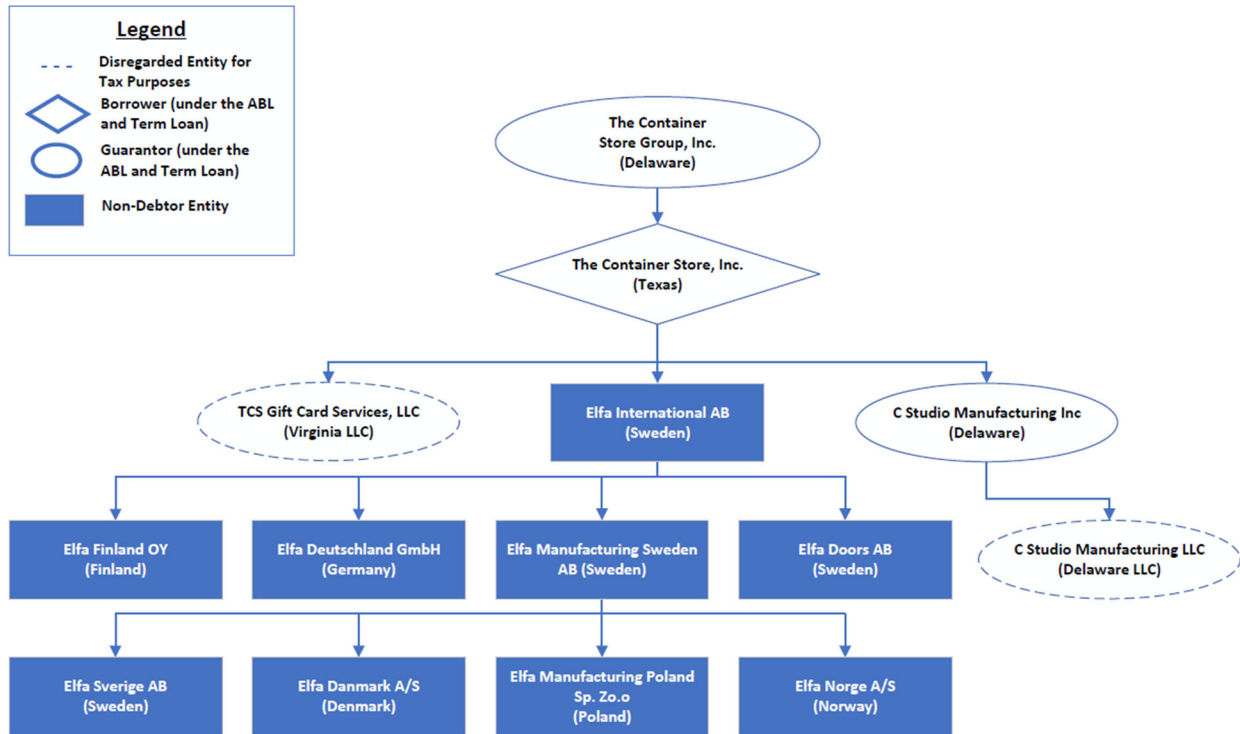
- **Part I** describes the Debtors' history, business operations, organizational structure, and prepetition indebtedness.
- **Part II** describes the circumstances leading to the commencement of the Chapter 11 Cases.
- **Part III** describes the path forward that the Debtors have charted for the Chapter 11 Cases.
- **Part IV** lists the First Day Pleadings and provides support for the relief requested therein.

## **I. COMPANY BACKGROUND**

### **A. The Debtors' Corporate Structure**

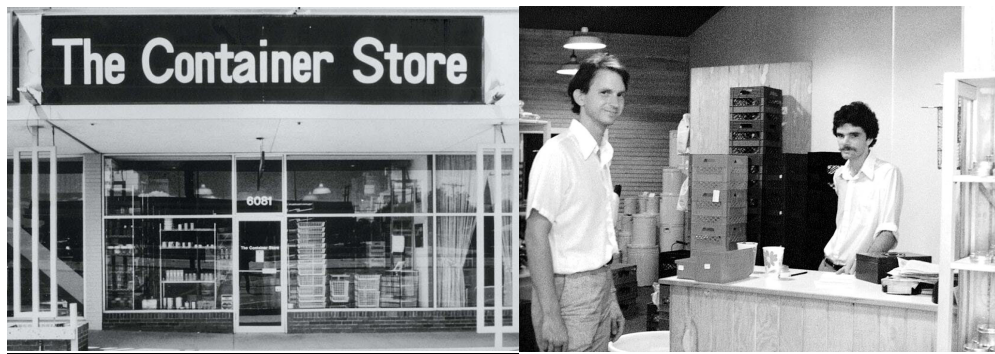
11. The Container Store Group, Inc.—the lead Debtor and a publicly traded corporation incorporated in the state of Delaware—directly or indirectly owns and controls each of the other Debtors. Specifically, (a) Debtor The Container Store Group, Inc. ("**TCSG**") directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor The Container Store, Inc. ("**TCS**"), a Texas corporation; (b) TCS directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor TCS Gift Card Services, LLC ("**TCS Gift**"), a Virginia limited liability company, and Debtor C Studio Manufacturing Inc ("**C Studio Inc**"), a Delaware corporation; and (c) Debtor C Studio Inc owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor C Studio Manufacturing LLC ("**C Studio LLC**," and together with C Studio Inc, "**C Studio**"), a Delaware limited liability company. As described below, the Company's Elfa subsidiaries are *not* debtors and will continue to operate in the ordinary course of business outside of the Chapter 11 Cases.

12. The following organizational chart depicts the Company’s legal and operating structure, with non-debtor entities shaded in blue:<sup>2</sup>



**B. The Debtors’ Business Operations**

**1. The Container Store’s History and Business Overview**



13. The Company was founded in 1978, when Garrett Boone, Kip Tindell, and investor John Mullen opened the doors of the Company’s very first store location in Dallas, Texas.

<sup>2</sup> This chart is subject to further updates by the Debtors in the event of any changes to the Debtors’ corporate structure.

Notwithstanding a modest 1,600 square feet of retail space, the store's mission was to provide customers with storage and organization solutions to accomplish their projects through an assortment of innovative products and unparalleled customer service. The store quickly gained popularity due to its unique product offerings, including collections of industrial shelving, plastic bins, and Swedish-made wire drawers.

14. Since then, over the course of 45 years, the Company has grown to over 100 store locations, now operating in 34 states and the District of Columbia.

15. As the Company has expanded its footprint across the United States, it achieved major milestones by satisfying the growing demand for home organization solutions. In 1991, the Company expanded outside of its home state of Texas with the opening of a store in Atlanta, Georgia. In 1999, the Company acquired Elfa International, a long-time Swedish vendor, thereby becoming the owner, distributor, retailer, and manufacturer of its best-selling product—Elfa Drawers. In 2000, the Company launched [containerstore.com](http://containerstore.com), broadening its reach to customers nationwide.

16. The Company's ownership structure changed in 2007 when it was sold to TCSG (formerly known as TCS Holdings, Inc.), a majority stake of which was owned by Leonard Green & Partners, L.P. ("**LGP**"), with the remainder held by other investors and certain employees of the Company. On November 6, 2013, the Company completed the initial public offering of its common stock, at which time LGP held a controlling interest in the Company as the majority shareholder. Since then, LGP has reduced its ownership to less than 50% of the Company's outstanding common stock.

17. The Company continued to grow following the initial public offering. In 2019, the Company established a second, 700,000 square foot distribution center in Aberdeen, Maryland (to

complement its first distribution center located in Coppell, Texas). During the COVID-19 pandemic, the Company shifted to contactless curbside pickup and shipped a record number of packages to customers, eventually surpassing \$1.0 billion in operational sales for fiscal year 2021. 2023 witnessed another milestone with the opening of the Company's 100th store in Princeton, New Jersey.

18. Today, The Container Store remains the nation's only retailer with a solution-oriented offering of custom spaces, organizing solutions, and in-home services. As an industry-leading specialty retailer in that space, The Container Store is dedicated to serving its customers who crave discovery, inspiration, and solutions that simplify their lives and maximize the spaces within their homes. With the ultimate objective of transforming lives through the power of organization, the Company continues to deepen its relationships with customers, expand its reach to attract new customers, and invest in its business practices.



## ***2. Overview of Operations and Revenue***

19. As discussed above, the Company provides merchandise and services covering a broad selection of custom spaces, organizing solutions, and in-home services. The Company conducts business in physical stores (with product offerings tailored based on store location and size) and online. Products are sourced both domestically and internationally and shipped to stores or customers from domestic distribution centers using contract carriers.

**a. Product Segments**

20. The Company is divided into two main product segments: (a) the TCS segment (the “*TCS Segment*”) and (b) Elfa. For fiscal year 2023, the Company had total net sales of approximately \$847.7 million. The TCS Segment and Elfa accounted for approximately 94.5% (\$801.4 million) and 5.5% (\$46.3 million) of such sales, respectively.

21. **The TCS Segment.** The TCS Segment is comprised of two sub-segments: Custom Spaces and General Merchandise (each as defined below). The Container Store Custom Spaces sub-segment (“*Custom Spaces*”) offers a range of branded product lines that are entirely owned and manufactured by the Company. These lines provide customers with both metal- and wood-based organizational products, ranging from portable drawers to fully custom shelving units. Among the Custom Spaces brands, the Elfa Classic brand features epoxy-bonded steel products that are ideal for pantries, playrooms, and kid’s spaces. Elfa Décor+ provides organizational solutions with stylish back panels, LED lighting, full-extension drawers, and solid birch drawer fronts and trim. Elfa Garage+ offers adjustable, specialized storage for gear and tools, and heavy-duty workspaces. The Preston system allows customers to design their own luxury, custom, wood-based organization systems. Across these brands, customers can select from a comprehensive suite of customizable storage systems, which include in-home design and installation, at a variety of price points.



22. To support Custom Spaces, the Company operates the C Studio manufacturing facility in Elmhurst, Illinois, which designs and manufactures the Company’s premium wood-based custom space product offerings. The facility is equipped with advanced manufacturing

technology and staffed by skilled artisans and designers who work collaboratively to create innovative and customizable storage solutions.

23. The Container Store General Merchandise sub-segment (“*General Merchandise*”) provides complementary organization solutions to complete the Company’s Custom Spaces offerings. Within General Merchandise, the Company offers over 10,000 storage and organization products including drawers, boxes, bins, shelving, food storage, laundry hampers, hooks, and gift packaging, with the goals of simplifying customers’ lives and maximizing the spaces within their homes.

24. *Elfa*. The Container Store, Inc.’s wholly owned Swedish subsidiary, Elfa International AB (“*Elfa*”), designs and manufactures products featured and sold in the Company’s TCS segment, such as component-based shelving and drawer systems. Founded in 1948 and headquartered in Malmö, Sweden, Elfa has been a supplier to The Container Store since its opening in 1978. The Company acquired Elfa in 1999 and remains the exclusive distributor of Elfa products in the United States today. Elfa operates three manufacturing facilities with two located in Sweden and one in Poland. In addition to supplying The Container Store, Elfa also sells its products on a wholesale basis to various retailers in approximately 30 countries around the world, concentrated in the Nordic region of Europe. For the avoidance of doubt, Elfa and its subsidiaries are not debtors in the Chapter 11 Cases.

**b. Sourcing and Distribution**

25. The Company has multiple domestic and international sources of supply for each category of products that it sells. In fiscal year 2023, the Company sourced 47% of its purchases from domestic suppliers and the remaining 53% from foreign suppliers (approximately 33% of such foreign suppliers are located in China). Elfa represents approximately 27% of the Company’s purchases. Although the Company does not enter into long-term contracts with its vendor partners,



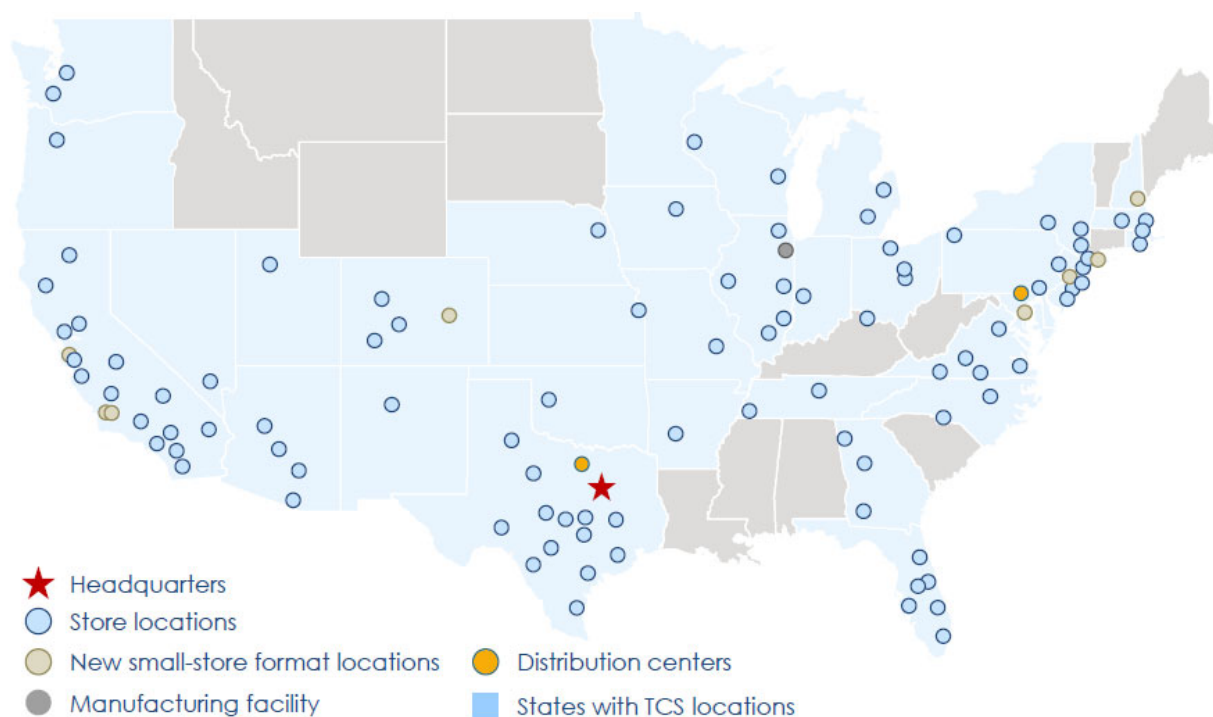
15 of its top 20 vendors have worked with the Company for the last 10 years and several of those vendors have worked with the Company since its inception in 1978.

26. In the TCS Segment, a majority of the Company's merchandise flows through one of the Company's two distribution centers, prior to being transported to the Company's retail stores and/or online customers. The first distribution center is co-located with the Company's support center in Coppell, Texas. The approximately 1.1 million square foot facility was designed and constructed specifically for The Container Store and is comprised of approximately 100,000 square feet of support center space and approximately 1 million square feet of distribution center space. The Company's second distribution center located in Aberdeen, Maryland is approximately 700,000 square feet and is comprised primarily of distribution center space. The Company also operates the aforementioned C Studio manufacturing facility, a 58,000 square feet domestic location in Elmhurst, Illinois to directly manufacture and supply the Company's premium, wood-based Custom Spaces offerings.

27. The Company's distribution centers serve dual purposes: replenishing retail store inventory and fulfilling direct-to-customer orders. To transport products to stores, the Company relies on third-party truckload carriers, whereas major parcel carriers handle direct-to-customer deliveries. With best-in-class logistics technology, the Company optimizes its operations and processes for receiving, picking, packing, and shipping, laying a strong foundation for future growth. Continuous enhancements in process efficiency, material handling, and automation further strengthen the distribution centers, enable greater service level efficiencies, and improve inventory management. These strategically located distribution centers enhance service levels for customers and expand the Company's network capacity.

### c. Retail Channels

28. Customers can purchase the Company's products online or at one of the Company's stores, all of which are operated pursuant to real property leases. As of the Petition Date, the Company had 104 stores in 34 states and the District of Columbia, with approximately 24,000 square feet of floor space on average. The Company's stores are strategically located near urban centers with high home project and custom space demands, facilitating unique home shopping experiences under one roof. The below map illustrates the location of store locations and distribution centers by state:



29. As a multi-channel retailer, The Container Store offers a full suite of e-commerce solutions, including a website, mobile application, and call center to complement the physical stores. The website, [containerstore.com](http://containerstore.com), is intended to replicate the store experience, offering virtually the same product assortment and providing real time inventory information for stores, as well as certain products found exclusively online. The Company offers free shipping on orders

over \$99 or, in the alternative, customers can order online and then pick up at a store, utilize curbside pick-up services, or request same-day home delivery in select markets. For fiscal year 2023, approximately 28% of sales revenue was generated online.

### 3. *Human Capital*

30. As of the Petition Date, the Company employs approximately 3,800 people, of whom approximately 2,900 work in the Debtors' store locations.<sup>3</sup> Specifically, and as described further in the Wages Motion,<sup>4</sup> the Debtors' workforce consists of approximately 750 salaried employees, 2,200 part-time hourly employees, and 850 full-time hourly employees.

#### C. **The Debtors' Prepetition Capital Structure**

31. As of the Petition Date, the Company had approximately \$243.1 million of funded debt (inclusive of accrued and unpaid interest, but excluding issued but undrawn letters of credit under the Prepetition ABL Facility (as defined below)), consisting of (a) an asset-based revolving lending facility and (b) a secured term loan facility. The Company's prepetition funded debt obligations are summarized in the below table:

| Facility                       | Governing Document                     | Borrower                  | Maturity              | Outstanding Principal     |
|--------------------------------|--|---------------------------|-----------------------|---------------------------|
| Prepetition ABL Facility       | Prepetition ABL Credit Agreement       | The Container Store, Inc. | November/October 2025 | \$80,000,000 <sup>5</sup> |
| Prepetition Term Loan Facility | Prepetition Term Loan Credit Agreement | The Container Store, Inc. | January 2026          | \$163,125,321.74          |
| <b>Total Secured Debt</b>      |  |                           |                       | <b>\$243,125,321.74</b>   |

<sup>3</sup> The average employee headcount per store is 26, and high-volume stores employ a Custom Spaces sales manager.

<sup>4</sup> The "*Wages Motion*" is the *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief*, filed contemporaneously herewith.

<sup>5</sup> This amount excludes letters of credit issued under the Prepetition ABL Facility.

**1. The Prepetition ABL Facility**

32. On April 6, 2012, TCS, as borrower, TCSG, TCS Gift, and TCS Installation Services, LLC,<sup>6</sup> in their respective capacities as guarantors thereunder, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “*Prepetition ABL Agent*”), and the other lenders and letter-of-credit issuers party thereto (the “*Prepetition ABL Lenders*”) entered into that certain Credit Agreement (as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023, the “*Prepetition ABL Credit Agreement*”), pursuant to which the Prepetition ABL Lenders provided an asset-based revolving credit facility (the “*Prepetition ABL Facility*”) in a current aggregate principal amount of up to \$100 million, with a \$40 million sublimit for the issuance of letters of credit and a \$15 million sublimit for the issuance of swingline loans. In addition, the Prepetition ABL Facility includes an uncommitted incremental revolving facility for an amount of up to \$50 million, which is subject to satisfaction of specified conditions. The Prepetition ABL Facility matures on the earlier of (a) November 25, 2025 and (b) October 31, 2025, if any portion of the Prepetition Term Loan Obligations (as defined below) remains outstanding on such date and the maturity date of the Prepetition Term Loan Facility (as defined below) is not extended. As of the Petition Date, there was approximately \$80 million in principal outstanding and \$7.5 million in letters of credit issued under the Prepetition ABL Facility.

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<sup>6</sup> TCS Installation Services, LLC has since been merged into TCS.

33. The obligations arising under the Prepetition ABL Facility (collectively, the “***Prepetition ABL Obligations***”) are guaranteed by Debtors TCSG, TCS Gift, C Studio Inc, and C Studio LLC and, as set forth in that certain ABL Facility Security Agreement dated as of April 6, 2012 (as amended by that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024, the “***Prepetition ABL Security Agreement***”), secured by security interests in, and liens upon, substantially all assets of Debtor TCS and the above-mentioned Debtor guarantors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all accounts; (b) all chattel paper; (c) all deposit accounts, securities accounts (for each of clauses (a) through (c), excluding accounts, chattel paper, deposit accounts and securities accounts which constitute identifiable proceeds of Prepetition Term Loan Priority Collateral (as defined below)); (d) all inventory; and (e) documents, general intangibles, instruments, and commercial tort claims, supporting obligations, letter-of-credit rights, books and records, and collateral security and guarantees evidencing, governing, or relating to any of the items referred to in the preceding clauses (a) through (d) (collectively, the “***Prepetition ABL Priority Collateral***”). Pursuant to the Intercreditor Agreement (as defined below), the Prepetition ABL Lenders hold second priority security interests in and liens upon the Prepetition Term Loan Priority Collateral (as defined below).<sup>7</sup>

## 2. ***The Prepetition Term Loan Facility***

34. On April 6, 2012, Debtor TCS, as borrower, and Debtors TCSG, TCS Gift, and TCS Installation Services, LLC,<sup>8</sup> in their respective capacities as guarantors thereunder, JPMorgan

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<sup>7</sup> The collateral package for the Prepetition ABL Facility also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

<sup>8</sup> TCS Installation Services, LLC has since been merged into TCS.

Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “**Prepetition Term Loan Agent**”), and the other lenders party thereto (the “**Prepetition Term Lenders**,” and together with the Prepetition ABL Lenders, the “**Prepetition Secured Creditors**”) entered into that certain Credit Agreement, dated as of April 6, 2012 (as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, the “**Prepetition Term Loan Credit Agreement**”), pursuant to which the Prepetition Term Lenders provided a senior secured term loan facility in an initial principal amount of \$275 million (the “**Prepetition Term Loan Facility**,” and together with the Prepetition ABL Facility, the “**Prepetition Credit Facilities**”). The Prepetition Term Loan Facility matures on January 31, 2026. As of the Petition Date, there was approximately \$163.1 million in principal outstanding under the Prepetition Term Loan Facility.

35. The obligations arising under the Prepetition Term Loan Facility (the “**Prepetition Term Loan Obligations**”) are secured by security interests in, and liens upon, substantially all assets of the Debtors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all equipment, fixtures, real property, intellectual property and investment property (other than any investment property described as Prepetition ABL Priority Collateral); (b) all instruments, documents, and general intangibles (other than any instruments, documents, and general intangibles described as Prepetition ABL Priority Collateral); (c) all “Term Loan Priority Accounts” (as defined in the Intercreditor Agreement); (d) all other collateral other than

Prepetition ABL Priority Collateral; and (e) all collateral security and guarantees with respect to the foregoing and all cash, money, insurance proceeds, instruments, securities, financial assets, and deposit accounts received as proceeds of the foregoing, other than the Prepetition ABL Priority Collateral (collectively, the “*Prepetition Term Loan Priority Collateral*”).<sup>9</sup> Additionally, the Prepetition Term Loan Obligations are secured by second priority security interests in, and liens upon, the Prepetition ABL Priority Collateral.

### **3. *The Intercreditor Agreement***

36. The respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders with respect to their shared collateral are governed by that certain Intercreditor Agreement, dated as of April 6, 2012, by and between the Prepetition ABL Agent and the Prepetition Term Loan Agent (as amended by that certain Amendment No. 1 dated as of April 8, 2013, the “*Intercreditor Agreement*”). The Intercreditor Agreement governs, among other things, the division of collateral into Prepetition ABL Priority Collateral and Prepetition Term Loan Priority Collateral and the priority of claims with respect thereto, as well as the respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders in connection with certain bankruptcy matters, such as the provision of postpetition financing.

### **4. *Unsecured Debt***

37. In addition to their funded debt, the Debtors have customary unsecured debt, including amounts owed to trade vendors and landlords. The Company routinely incurs fixed, liquidated, and undisputed payment obligations in the ordinary course of business to various third-party providers of goods and services. These include obligations owed to The Container Store’s

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<sup>9</sup> The Prepetition Term Loan Priority Collateral also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

extensive network of vendors, upon which the Company relies to supply merchandise. A majority of these vendors conduct business with the Company on a purchase order-by-purchase order basis and are paid on prearranged terms. As of the Petition Date, the Debtors estimate that approximately \$25.9 million of merchandise trade debt is outstanding. As discussed in greater detail in the All Trade Motion,<sup>10</sup> certain of these claims are entitled to statutory priority, including under section 503(b)(9) of the Bankruptcy Code, or may give rise to liens in favor of shippers, warehousemen, or mechanics in the event they go unpaid. However, regardless of whether such claims are afforded priority under the Bankruptcy Code, **the Debtors anticipate that all such vendor and service provider claims will be paid or otherwise satisfied in full in the ordinary course.**

38. The Company also has certain lease obligations, as its stores, distribution centers, and corporate offices are operated exclusively from leased premises. The Debtors estimate that an average of approximately \$11.7 million accrues on account of lease and occupancy-related expenses each month. A substantial liability accounting for the remaining expenses associated with the Debtors' leases is reflected on the Debtors' books at any given time. **The Debtors are continuing to operate in the ordinary course during the Chapter 11 Cases.**

## **II. EVENTS PRECEDING COMMENCEMENT OF CHAPTER 11 CASES**

### **A. Challenging Post-Covid Retail Environment, Strategic Alternatives Review, and Appointment of Transaction Committee**

39. The persistently challenging retail environment—including pulled-forward demand and subsequently reduced consumer spending in the storage and organization category, increased price sensitivity, post-COVID winddown, fewer home sales, and intensified

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<sup>10</sup> The "**All Trade Motion**" means the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief*, filed contemporaneously herewith.



competition—significantly impacted the Company’s performance from its peak in 2021. These challenges resulted in a 10.5% year-over-year decline in revenue and a 77.1% year-over-year decline in adjusted EBITDA for the fiscal quarter ended September 28, 2024. Furthermore, the Company has faced increased interest expenses and looming debt maturities.

40. Against the backdrop of these challenges, the Board initiated a formal review process to evaluate strategic alternatives including a potential sale of the Company, new equity investment, or refinancing of the Company’s Prepetition Credit Facilities (such process, the “*Strategic Alternatives Review*”). In furtherance of the Strategic Alternatives Review and in consultation with the Company’s advisors, the Board also determined that it was in the best interests of the Company and its stakeholders to establish a committee of the Board (the “*Transaction Committee*”)<sup>11</sup> to assist the Board in fulfilling its responsibilities relating to the Strategic Alternatives Review and to oversee the Strategic Alternatives Review (including reviewing, negotiating, and evaluating any potential transactions and making recommendations to the Board regarding the advisability of one or more transactions).

**B. The Initial Marketing Process and the Potential Equity Investment from Beyond, Inc.**

41. As part of the Strategic Alternatives Review, the Transaction Committee retained JPMorgan Chase & Co. (“*JPMorgan*”) as financial advisor. JPMorgan thereafter conducted an extensive marketing and outreach effort to gauge interest in a purchase of, or investment in, the Company. That effort included initial outreach to approximately forty (40) strategic investors and twenty-six (26) financial sponsors. Twenty parties submitted NDAs and engaged in diligence.

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<sup>11</sup> The Transaction Committee is comprised of certain members of the Board who are independent and disinterested with respect to any contemplated transaction (other than as a director of the Company or equity ownership in the Company). Kristofer Galashan, Lisa Klinger, Anthony Laday, and Nicole Otto served on the Transaction Committee.

Five parties submitted preliminary, non-binding purchase or investment proposals. Four of those parties declined to progress beyond their initial non-binding proposals.

42. Ultimately, the marketing process did not result in any offers to purchase the entire Company. Instead, the Company received only one offer from Beyond, Inc. (“*Beyond*”) to make a strategic investment in the Company through a preferred equity transaction. On October 15, 2024, the Company announced a strategic partnership with Beyond with the goal of positioning the Company to achieve incremental sales growth over time by utilizing and benefiting from Beyond’s intellectual property, customer data, network of brands, and affiliate relationships. As part of the strategic partnership, Beyond agreed to invest \$40.0 million in the Company through a convertible preferred equity transaction subject to certain terms and conditions, including an amendment or refinancing of the Prepetition Credit Facilities in a manner commercially acceptable to Beyond (the “*Beyond Equity Investment*”).

**C. The Formation of the Ad Hoc Group and the Company’s Retention of Houlihan**

43. Meanwhile, an ad hoc group of Prepetition Term Lenders (the “*Ad Hoc Group*”) organized in response to the Company’s financial performance and upcoming maturities. When it became unlikely that the sale process would yield a sale of the entire Company and repay the Company’s funded debt in full, the Company also retained Houlihan Lokey, Inc. (“*Houlihan*”) in September 2024 to engage with the Ad Hoc Group and explore standalone financing options.

**D. Deteriorating Business Performance and Continued Liquidity Pressures**

44. During the Summer and Fall of 2024, the Company continued to experience worsening business performance and significant pressures on its liquidity. For the second quarter ended September 28, 2024, the Company’s consolidated net sales declined by 10.5% year-over-year to \$196.6 million. For the same period, the Company incurred a consolidated net loss of

\$16.1 million, compared to a net loss of \$23.7 million, respectively, in the second quarter of fiscal year 2023. The Company's adjusted EBITDA for the same period was \$3.9 million, representing a \$43.8 million (or 91.8%) decrease from the peak level of \$47.7 million in the second quarter of fiscal year 2021.

45. In addition to the challenging retail environment that persisted during this time, the Company's liquidity was further negatively impacted by its need to increase its borrowings under the Prepetition ABL Facility in advance of the holiday period.<sup>12</sup> These higher borrowings under the Prepetition ABL Facility and a higher interest rate on the Prepetition Term Loan Facility during the second quarter of fiscal year 2024 led to a 15.4% year-over-year increase in consolidated net interest expense to \$6.0 million in the second quarter of fiscal year 2024.

46. The Company's liquidity was further constrained by mounting vendor pressure in the form of strained vendor credit relationships resulting from the fear that the Company would not have enough cash on hand to pay vendors in full in the wake of its publicly reported operating performance and downgrades of the Company's credit ratings (by S&P Global Ratings in March 2024 and by Moody's Investor Service in November 2024). Such pressure continues to impact liquidity and inventory levels as the Company works to address these vendor concerns.

**E. Amendment No. 9 to Prepetition Term Loan Facility**

47. The foregoing factors rendered the Company unable to comply with the consolidated leverage ratio covenant in the Prepetition Term Loan Credit Agreement for the second quarter of fiscal year 2024. On October 8, 2024, as part of its continued support of the Company's business and strategic initiatives, the Ad Hoc Group agreed to enter into Amendment

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<sup>12</sup> Historically, the Company's liquidity fluctuates as a result of building inventory for key selling periods and the Company's borrowings generally increase in its second and third fiscal quarters as it prepares for promotional campaigns and the holiday season.

No. 9 to the Prepetition Term Loan Facility (the “*Prepetition Term Loan Amendment No. 9*”) which, among other things, (i) waived the testing of the consolidated leverage ratio covenant (defined in the Prepetition Term Loan Credit Agreement as the ratio of total debt to consolidated EBITDA) for the second quarter of fiscal year 2024; (ii) added a covenant for the Company to enter into a qualified financing transaction, subject to the approval of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement) by November 15, 2024 (which date has been extended from time to time to December 31, 2024 by the Required Lenders); and (iii) amended certain of the covenants in the Prepetition Term Loan Credit Agreement which, among other things, narrowed the Company’s ability to incur additional indebtedness or engage in certain non-ordinary course transactions.

**F. Beyond’s Unwillingness to Consummate an Investment and the Pursuit of Alternative Transactions**

48. In connection with the potential Beyond Equity Investment, the Company and Ad Hoc Group engaged in sustained, good-faith efforts to offer an amendment and/or refinancing proposal acceptable to Beyond in order to move forward with consummating the contemplated investment. Unfortunately, despite the best efforts of the Ad Hoc Group and the Company, Beyond ultimately indicated that it was unwilling to accept any of the financing proposals supported by the Ad Hoc Group.<sup>13</sup> Simultaneously, the Company’s liquidity position continued to become increasingly constrained, necessitating additional capital to support the business.<sup>14</sup>

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<sup>13</sup> Beyond stated publicly as early as November 20, 2024: “[T]he proposed financing terms we have reviewed to date fall short of what we believe is necessary to complete the transaction.” As of the date hereof, Beyond has not indicated it intends to accept any proposal made.

<sup>14</sup> The Company’s second quarter sales results represented sequential improvement compared to the prior quarter results. For example, Custom Spaces continued to grow due to increased brand awareness from higher marketing spend and investments in in-home design services. From a customer demand perspective, orders placed for Custom Spaces but not yet delivered experienced year-over-year growth during the second quarter of fiscal year 2024. Additionally, General Merchandise continued to sequentially improve as the Company focused on ensuring core product categories are in stock, while enhancing key areas of the assortment with newness and innovation.

49. Additionally, given the upcoming maturity wall (*i.e.*, springing maturity of the Prepetition ABL Facility on October 31, 2025 and maturity of the Prepetition Term Loan Facility on January 31, 2026), the Company faced the potential for events of default across its capital structure as early as June 2025, if it were unable to obtain an audit opinion for fiscal year 2024 financial statements without a going concern qualification. In fact, without the Prepetition Term Loan Amendment No. 9 described above, the Company would have been in non-payment default under the Prepetition Term Loan Facility in October 2024.

50. Accordingly, Houlihan pivoted to explore financing options that were not dependent upon the Beyond Equity Investment and solicited proposals to refinance the Debtors' Prepetition ABL Facility or provide incremental third-party financing (including debtor-in-possession financing). Houlihan also engaged with the Ad Hoc Group to explore options to provide financing to support a standalone restructuring of the Company. The Company and the Ad Hoc Group exchanged numerous proposals for the restructuring of the Company's capital structure on both an in-court and out-of-court basis. As negotiations with the Ad Hoc Group and the Prepetition ABL Lenders progressed, the Board concluded that proceeding with a replacement ABL facility for a comprehensive balance-sheet restructuring would represent the most value-maximizing path and position the Company for long term success.

#### **G. Appointment of Restructuring Committee**

51. In connection with the Company's ongoing exploration of strategic alternatives, on December 4, 2024, the Board constituted an independent special restructuring committee (the "***Restructuring Committee***")<sup>15</sup> that is responsible for exploring and overseeing negotiations

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Nevertheless, such improvements were insufficient to counterbalance the overall challenging retail environment that is not expected to reverse course in the near future.

<sup>15</sup> The Restructuring Committee members are Lisa Klinger, Nicole Otto, Karen Stuckey, and Charles Tyson.

related to potential restructuring transactions, including financing, sale, reorganization, recapitalization, strategic transactions, and other opportunities and transactions, for the Company and its subsidiaries, subject to Board approval.

52. Based upon guidance from the Restructuring Committee, the Company, in consultation with its advisors, ultimately determined that it did not have sufficient liquidity to operate in the ordinary course during or beyond January 2025 absent new liquidity and a substantial modification of its current capital structure. Accordingly, and in light of the fact that the Company faced both potential future defaults as well as upcoming maturities on both its Prepetition ABL Facility and the Prepetition Term Loan Facility, the Debtors and the Ad Hoc Group engaged in iterative negotiations regarding the terms of a value-maximizing path forward for the Company that would have the requisite stakeholder support and provide sufficient deleveraging and access to new capital. These discussions ultimately led to entry into the Transaction Support Agreement on December 21, 2024.

### **III. ANTICIPATED PATH FORWARD**

#### **A. Generally**

53. The restructuring and recapitalization transactions contemplated by the Transaction Support Agreement provide for, among other things: (a) \$40 million in additional financing and related financial accommodations through the DIP-to-Exit Term Loan Facility (as defined below), which, together with any payable-in-kind interest and Prepetition Term Loan Obligations that are “rolled-up” into the DIP-to-Exit Term Loan Facility, will convert into committed exit financing upon confirmation and effectiveness of the Plan; (b) the refinancing of the Prepetition ABL Facility via a replacement DIP-to-Exit ABL facility providing incremental borrowing availability and liquidity; and (c) the equitization of a significant portion of the Prepetition Term Loan Obligations. In connection with these transactions, the Company expects to emerge from

chapter 11 as a private company within two months of the Petition Date. **Notably, the Transaction Support Agreement calls for payment or satisfaction in full and in the ordinary course of all general unsecured creditors (including vendors, service providers, and employees, among others) under the Plan.** The Debtors believe that the comprehensive restructuring contemplated by the Transaction Support Agreement will position the Company for long-term viability as a going concern.

54. As noted above, the Transaction Support Agreement provides for the Prepetition Term Lenders to receive any remaining new equity of reorganized TSCG under the Plan, after taking into account the DIP Equity Premium and the Management Incentive Plan (each as defined in the Plan). In addition, it is my understanding that all Prepetition Term Lenders have or will have been offered the right to participate, on a pro rata basis, in a superpriority DIP-to-exit term loan facility (the “*DIP-to-Exit Term Loan Facility*”) comprising DIP Term Loans (backstopped by the DIP Backstop Parties (as defined in the Transaction Support Agreement)) in an aggregate principal amount of approximately \$40 million (plus premiums owed to the DIP Backstop Parties and approximately \$75 million of Prepetition Term Loan Obligations to be “rolled-up” into the DIP-to-Exit Term Loan Facility). Thus, no Prepetition Term Lenders will be prejudiced by the terms of the DIP-to-Exit Term Loan Facility as a result of not being afforded the opportunity to participate. The DIP-to-Exit Term Loan Facility will enable the Debtors to finance the Chapter 11 Cases before the loans thereunder are exchanged on the Plan Effective Date (as defined in the Transaction Support Agreement) for exit term loans.

55. Further, under the DIP & Exit ABL Commitment Letter, Eclipse has agreed to provide a replacement ABL facility in the form of debtor-in-possession financing that will roll into

an exit ABL facility at the conclusion of these Chapter 11 Cases (the “*DIP-to-Exit ABL Facility*”, and together with the DIP-to-Exit Term Loan Facility, the “*DIP-to-Exit Facilities*”).<sup>16</sup>

**B. Debtors’ Need for Access to Cash Collateral, the DIP-To-Exit Facilities**

56. Based on my review of the Debtors’ actual and projected cash flows and underlying books and records, and in connection with discussions with the Debtors’ advisors, I believe it is vital that the Debtors obtain immediate approval of the DIP-to-Exit Facilities to ensure that the Debtors have immediate access to the interim new money financing and cash collateral necessary to continue operations and administer these Chapter 11 Cases. The Debtors had approximately \$11.8 million in cash as of the Petition Date. As noted above, the Debtors, in consultation with their advisors, expect to drop below minimum operational liquidity in early January if the DIP-to-Exit Facilities are not available, and likely sooner, if suppliers reduce trade terms over concerns around the viability of the business. Without immediate access to the proceeds of the proposed DIP-to-Exit Facilities, the Debtors will lack sufficient liquidity to maintain their business operations after the Petition Date. Indeed, the Debtors anticipate having negative cash flow during the Chapter 11 Cases, and the liquidity provided by the DIP-to-Exit Facilities are critical to (a) enable the Debtors to meet the minimum liquidity requirements of the use of Cash Collateral and (b) provide operating liquidity across Debtor entities and meet the Debtors’ working capital needs.

57. The DIP-to-Exit Facilities are a critical requirement for the Debtors’ consensual use of the Cash Collateral of the Prepetition Secured Creditors (including the lenders under the Prepetition ABL Facility). Absent the DIP-to-Exit Facilities, I believe the Prepetition Secured

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<sup>16</sup> Defined terms used in connection with discussion of the DIP-to-Exit Facilities but not otherwise defined herein shall have the meanings ascribed to them in the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* (the “*DIP Motion*”).



Creditors would be unwilling to agree to the Debtors' use of their Cash Collateral or to the priming of their prepetition liens that would otherwise be necessary to obtain postpetition financing.

58. Furthermore, without access to the proceeds of the DIP-to-Exit Facilities, the Debtors have insufficient liquidity to manage their working capital needs and pay the various disbursements identified in the Approved Budget, attached as Exhibit 4 to the DIP/Cash Collateral Orders. The disbursements shown in the Approved Budget include, among other critical payments, payroll and benefits, merchandise, rent, shipping/freight, customs, and payments contemplated by the Debtors' proposed "first day" orders. Any disruption in paying the Debtors' employees and vendors will result in the loss of the Debtors' workforce and the destruction of key vendor relationships and put at risk the ability to fulfill customer obligations and keep stores open.

59. The Debtors' ability to pursue the Plan for the benefit of all stakeholders hinges on their ability to stabilize their businesses, and approval of the DIP-to-Exit Facilities will send a crucial signal to the Debtors' employees, suppliers, vendors, and customers that the Debtors intend to and will have the means to maintain ordinary course operations and meet their financial commitments throughout the course of these Chapter 11 Cases. Moreover, time is of the essence for the Debtors, as they have faced mounting pressure from trade creditors and need to effectuate the restructuring contemplated under the Transaction Support Agreement and Plan as soon as possible to ensure they can exit chapter 11 in time to capitalize on an upcoming high season and manage trade partners appropriately. Subject to Court approval, the Debtors intend to immediately use a portion of the first draw of the DIP-to-Exit Facilities to pay vendor payables and support continued shipments of products. Additionally, the Debtors intend to use the first draw of the DIP-to-Exit Term Loan Facility to ensure timely payment of both merchandise and non-merchandise

vendor payments that will become due within the next four weeks, as well as rent payments due on January 1, 2025.

60. The DIP-to-Exit Facilities has been extensively negotiated, and, in light of the Debtors' liquidity needs, the Debtors' fiduciaries determined in their business judgment that entry into the DIP-to-Exit Facilities was the best option to protect the Debtors' business and all parties in interest. Accordingly, I believe that the Debtors' access to Cash Collateral and the DIP-to-Exit Facilities are both necessary and will provide sufficient liquidity to achieve the Debtors' value-maximizing goals and should therefore be approved.

**C. Investigation Subcommittee**

61. The Transaction Support Agreement and the Plan also contemplate the provision of typical releases to the Debtors' directors and officers, among others. In light of these proposed releases, on December 4, 2024, the Board constituted a two-member independent special subcommittee of the Restructuring Committee (the "*Investigation Subcommittee*").<sup>17</sup> The Investigation Subcommittee tasked Hunton Andrews Kurth, LLP ("*Hunton AK*")<sup>18</sup> with leading, at the direction of the Investigation Subcommittee, an investigation into prepetition transactions and conduct to ensure that any releases to be provided under the Plan are appropriate in scope and nature. This investigation has been overseen by the Investigation Subcommittee with the assistance of Hunton AK. I understand that, to date, no viable claims have been identified that would affect the Board's decision to authorize entry into the Transaction Support Agreement and solicitation of the Plan.

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<sup>17</sup> The Investigation Subcommittee members are Karen Stuckey and Charles Tyson.

<sup>18</sup> In connection with the Company's contingency planning efforts, the Company engaged Hunton AK as co-counsel on November 26, 2024.

#### IV. FACTS SUPPORTING RELIEF SOUGHT IN FIRST DAY PLEADINGS<sup>19</sup>

62. In furtherance of their objective of preserving value for all stakeholders, the Debtors have filed the following First Day Pleadings and related orders (the “*Proposed Orders*”) contemporaneously herewith, and have therein requested that the Court consider entering the Proposed Orders granting the relief sought in First Day Pleadings. For the avoidance of doubt, as to those First Day Pleadings that seek authorization to pay prepetition obligations, the Debtors seek authority, but not direction, to pay amounts or satisfy obligations that are the subject of the First Day Pleadings. The First Day Pleadings include:

##### A. Administrative and Procedural Pleadings

- i. *Emergency Motion of Debtors for Entry of an Order Directing Joint Administration of Chapter 11 Cases*
- ii. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief*
- iii. *Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions*
- iv. *Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC D/B/A Verita Global as Claims, Noticing, and Solicitation Agent*

##### B. Business Operation Motions

- i. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor;*

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<sup>19</sup> Unless otherwise defined herein, all capitalized terms in this Part IV shall have the meanings ascribed to them in the applicable First Day Pleadings.

*(II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief*

- ii. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief*
- iii. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit, and (II) Granting Related Relief*
- iv. *Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief*
- v. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Honor Prepetition Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief*
- vi. *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief*

**C. All Trade Motion**

- i. *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief*

**D. Solicitation Procedures Motion**

- i. *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports;*

*(VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief*

**E. DIP Motion**

- i. *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief*

63. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto, or have otherwise had their contents explained to me, and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings: (a) is vital to enabling the Debtors to make the transition to, and operate in, chapter 11 with minimal employee attrition and disruption to their businesses, and without loss of productivity or value; (b) is necessary to preserve valuable relationships with customers, trade vendors, landlords, and other creditors; and (c) constitutes a critical element in the Debtors' ability to successfully maximize value for the benefit of their estates and a prudent exercise of the Debtors' business judgement.

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

Dated: December 22, 2024  
Dallas, Texas

*/s/ Chad E. Coben*  
\_\_\_\_\_  
Chad E. Coben  
Chief Restructuring Officer

**Exhibit A**

**Transaction Support Agreement**

**THE CONTAINER STORE GROUP, INC., ET AL.**

**TRANSACTION SUPPORT AGREEMENT**

**December 21, 2024**

THIS TRANSACTION SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED TO THIS TRANSACTION SUPPORT AGREEMENT COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING AND RECAPITALIZATION OF THE CONTAINER STORE GROUP, INC., A DELAWARE CORPORATION, AND CERTAIN OF ITS SUBSIDIARIES ON THE TERMS AND CONDITIONS SET FORTH ON EXHIBIT B ATTACHED TO THIS AGREEMENT.

THIS TRANSACTION SUPPORT AGREEMENT IS NOT AN OFFER, AN ACCEPTANCE, OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OR SECTION 1126 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE, OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS TRANSACTION SUPPORT AGREEMENT IS A SETTLEMENT PROPOSAL TO CERTAIN HOLDERS OF COMPANY CLAIMS/INTERESTS IN FURTHERANCE OF SETTLEMENT DISCUSSIONS. ACCORDINGLY, THIS TRANSACTION SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS. NOTHING CONTAINED IN THIS TRANSACTION SUPPORT AGREEMENT SHALL CONSTITUTE OR BE CONSTRUED TO BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE TSA EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS TRANSACTION SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED IN THIS TRANSACTION SUPPORT AGREEMENT, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS AND CONDITIONS SET FORTH IN THIS TRANSACTION SUPPORT AGREEMENT, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

UNTIL THE TSA EFFECTIVE DATE, THIS TRANSACTION SUPPORT AGREEMENT SHALL REMAIN CONFIDENTIAL AND SUBJECT IN ALL RESPECTS TO THE CONFIDENTIALITY AGREEMENTS ENTERED INTO BY THE COMPANY PARTIES AND THE CONSENTING STAKEHOLDERS (INCLUDING BUT NOT LIMITED TO ANY OBLIGATION TO INCLUDE THIS TRANSACTION SUPPORT AGREEMENT IN ANY CLEANSING MATERIALS), AND MAY NOT BE SHARED WITH ANY THIRD PARTY OTHER THAN AS SET FORTH IN SUCH CONFIDENTIALITY AGREEMENTS.

This TRANSACTION SUPPORT AGREEMENT (including all exhibits, annexes, and schedules to this agreement in accordance with Section 17.02 of this agreement, this “**Agreement**”) is made and entered into as of December 21, 2024 (the “**Execution Date**”), by and among the following parties, each in the respective capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (iii) of this preamble, a “**Party**” and, collectively, the “**Parties**”):<sup>1</sup>

- i. The Container Store Group, Inc., a Delaware corporation (“**TCSG**” or the “**Company**”), and each of the Company’s subsidiaries listed on Exhibit A to this Agreement that have executed and delivered, or, in the future, executes and delivers, counterpart signature pages to this Agreement (collectively with the Company, the “**Company Parties**”);
- ii. the undersigned holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Term Loan Claims in an aggregate amount exceeding two-thirds of the total amount of such claims that have executed and delivered counterpart signature pages to this Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Company Parties and counsel to the Consenting Term Lenders (collectively, the “**Consenting Term Lenders**”); and
- iii. the undersigned holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold Existing Equity Interests that have executed and delivered counterpart signature pages to this Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable) to counsel to the Company Parties and counsel to the Consenting Term Lenders (collectively, the “**Consenting Stockholder Parties**,” and, together with the Consenting Term Lenders, the “**Consenting Stakeholders**”).

#### **RECITALS**

**WHEREAS**, the Parties have in good faith and at arm’s length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structure to be implemented pursuant to the Plan on the terms set forth in this Agreement and as specified in the transaction term sheet attached as Exhibit B hereto (the “**Transaction Term Sheet**”, and together with the DIP Term Loan Facility Term Sheet, Exit Term Loan Term Sheet, the DIP & Exit ABL Commitment Letter and Governance Term Sheet, including all exhibits, annexes, and schedules thereto, collectively the “**Term Sheets**”, and such transactions as described in this Agreement (including the Term Sheets) and the Definitive Documents, in each case, as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms of this Agreement, and including all exhibits, annexes, and schedules thereto, collectively, the “**Transactions**”);

**WHEREAS**, the Company Parties and the Consenting Stakeholders have agreed to the principal economic terms of the Transactions that shall be consummated in accordance with the terms and subject to the conditions set forth in the Transaction Term Sheet, and upon the execution of, Definitive Documents

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<sup>1</sup> Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1 or the Transaction Term Sheet as applicable.



containing terms consistent with those set forth in the Transaction Term Sheet and such other terms as agreed to by the Parties;

**WHEREAS**, the Parties have agreed to support the Transactions subject to and in accordance with the terms of this Agreement (including the Transaction Term Sheet) and desire to work together to complete the negotiation of the Definitive Documents and each of the actions necessary or desirable to effect the Transactions;

**WHEREAS**, the Parties have agreed to grant the Releases in accordance with this Agreement upon consummation of the Transactions;

**WHEREAS**, the Parties have agreed to take certain actions in support of the Transactions, all in accordance with the terms and conditions set forth in this Agreement (including in the Transaction Term Sheet) and the Definitive Documents; and

**WHEREAS**, the DIP ABL Lender has agreed to provide the DIP ABL Facility pursuant to and substantially on the terms set forth in, the DIP & Exit ABL Commitment Letter, the proceeds of which shall be used to refinance the ABL Facility in full in cash.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, each Party, intending to be legally bound, agrees as follows:

#### ***AGREEMENT***

##### **Section 1. *Definitions and Interpretation.***

1.01. Definitions. The following terms shall have the following definitions:

“**ABL Claims**” means any Claim on account of ABL Loans arising under or pursuant to the ABL Credit Agreement.

“**ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 on April 8, 2013, that certain Amendment No. 2 on October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

“**ABL Facility**” means the senior secured asset based revolving credit facility provided by the ABL Lenders under the ABL Credit Agreement.

“**ABL Lenders**” means holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding ABL Claims.

“**ABL Loans**” means the loans arising under or pursuant to the ABL Credit Agreement, plus, any accrued but unpaid fees and interest in respect thereof.

“**Ad Hoc Group**” means that certain ad hoc group of holders of Term Loan Claims represented and advised by the Ad Hoc Group Advisors.

“**Ad Hoc Group Advisors**” means Paul Hastings LLP, AlixPartners, LLP, Greenhill & Co., LLC, and such other professional advisors as are or may be retained by the Ad Hoc Group with the consent of the Company Parties (not to be unreasonably withheld).

“**Affiliates**” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity were a debtor in a case under the Bankruptcy Code.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all exhibits, annexes, and schedules to this Agreement in accordance with Section 17.02 of this Agreement (including the Term Sheets).

“**Agreement Effective Period**” means, with respect to a Party, the period from the TSA Effective Date (or such later date such Party becomes a Party to this Agreement by executing a Joinder or Transfer Agreement) to the Termination Date applicable to that Party.

“**Alternative Transaction**” means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, share issuance, consent solicitation, financing (including any debtor-in-possession financing or exit financing), use of cash collateral, joint venture, partnership, liquidation or winding up, tender offer, exchange offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, or similar transaction involving any one or more Company Parties or any Affiliates of the Company Parties, or a Claim against or Interest or other interests in any one or more Company Parties or any Affiliates of the Company Parties, that is an alternative to one or more of the Transactions. For the avoidance of doubt, an Alternative Transaction Proposal shall not include (a) any transactions contemplated by the DIP Facilities, the DIP/Cash Collateral Orders, or the DIP Budget, (b) the Transactions pursuant to this Agreement, the Term Sheets, and the Plan, (c) ordinary course debt financing from vendors entered into for trade and sales of inventory purposes consistent with prepetition past practices or ordinary course asset sales, or (d) any transactions solely among any of the Company Parties.

“**Alternative Transaction Proposal**” means any material plan, inquiry, proposal, offer, bid, term sheet or agreement, whether written or oral, with respect to an Alternative Transaction.

“**Bankruptcy Code**” means Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

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

“**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, judgment, cost, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, seen or unforeseen, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the date hereof, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. Law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. Law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on

or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar Law, violation of local, state, or federal or non-U.S. Law or breach of any duty imposed by Law or in equity, including securities Laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. Law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any avoidance actions relating to or arising from any state or foreign Law pertaining to any avoidance action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

“**Chapter 11 Cases**” means the voluntary cases that are commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court to effectuate the Transactions pursuant to the Plan.

“**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code.

“**Commitment Premium**” has the meaning set forth in the DIP Term Loan Facility Term Sheet.

“**Company**” has the meaning set forth in the preamble to this Agreement.

“**Company Claims/Interests**” means, collectively, any Claim against or Interest in a Company Party.

“**Company Parties**” has the meaning set forth in the preamble to this Agreement.

“**Confidentiality Agreement**” means an executed confidentiality agreement with a Company Party, including with respect to the issuance of a “cleansing letter” or other agreement regarding the public disclosure of material non-public information, in connection with any proposed Transaction.

“**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, which Confirmation Order shall be consistent with this Agreement and the Definitive Documents and shall not have been stayed.

“**Consenting Stakeholders**” has the meaning set forth in the preamble to this Agreement.

“**Consenting Stockholder Party**” has the meaning set forth in the preamble to this Agreement.

“**Consenting Stockholder Party Matters**” means any Definitive Document that materially and adversely affects the rights, entitlements, or releases proposed to be granted to the Consenting Stockholder Parties or the obligations of the Consenting Stockholder Parties in this Agreement, the Transaction Term Sheet, or the Plan.

“**Consenting Term Lenders**” has the meaning set forth in the preamble to this Agreement.

“**Debtors**” means the Company Parties that commence Chapter 11 Cases.

“**Definitive Documents**” means all of the definitive documents implementing the Transactions, including those set forth in Section 3.01 of this Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), each of which shall be subject to the consent rights provided in Section 3.02 hereof.

“**DIP & Exit ABL Commitment Letter**” means the debtor-in-possession revolving credit facility commitment letter and Exit ABL Credit Agreement commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).

“**DIP ABL Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.

“**DIP ABL Facility**” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.

“**DIP ABL Lender**” means Eclipse Business Capital LLC.

“**DIP ABL Loan Agent**” means Eclipse Business Capital LLC, as the administrative agent and collateral agent under the DIP ABL Credit Agreement.

“**DIP ABL Loan Claims**” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

“**DIP ABL Loans**” means the loans under the DIP ABL Facility.

“**DIP Backstop Allocation Schedule**” means the DIP Allocation Schedule attached to the Transaction Term Sheet as Exhibit 3 thereto.

“**DIP Backstop Parties**” has the meaning set forth in the Transaction Term Sheet.

“**DIP Budget**” has the meaning set forth in the DIP Term Loan Facility Term Sheet.

“**DIP Credit Agreements**” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

“**DIP Facilities**” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Facility.

“**DIP Facilities Documents**” means the Fronting Letter, Master Consent to Assignment, and Syndication Procedures, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, and payoff letter in respect of the ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

“**DIP Term Loan Agent**” means Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC collateral agent under the DIP Term Loan Credit Agreement.

“**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

“**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

“**DIP Term Lenders**” has the meaning set forth in the DIP Term Loan Facility Term Sheet.

“**DIP Term Loans**” has the meaning set forth in the DIP Term Loan Facility Term Sheet.

“**DIP Term Loan Facility Term Sheet**” means the debtor in possession financing term sheet attached as Exhibit 1 to the Transaction Term Sheet.

“**DIP/Cash Collateral Motions**” means the motions seeking approval of the Company Parties’ use of cash collateral and requesting approval to obtain debtor-in-possession financing on the terms set forth in the Transaction Term Sheet and the DIP Facilities Documents.

“**DIP/Cash Collateral Orders**” means the Interim DIP/Cash Collateral Order and the Final DIP/Cash Collateral Order.

“**Disclosure Statement**” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto.

“**Disclosure Statement Motion**” means the motion filed with the Bankruptcy Court seeking entry of the Disclosure Statement Order.

“**Disclosure Statement Order**” means the order (and all exhibits thereto) entered by the Bankruptcy Court approving the adequacy of information in the Disclosure Statement and approving the Solicitation Materials and the notice of and solicitation of votes on the Plan, which order may be entered on a conditional or final basis and may be the Confirmation Order.

“**Entity**” has the meaning set forth in section 101(15) of the Bankruptcy Code.

“**Equity Premium**” has the meaning set forth in the Transaction Term Sheet.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Execution Date**” has the meaning set forth in the preamble to this Agreement.

“**Existing Equity Interests**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in TCSG, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that exist immediately before the Plan Effective Date.

“**Existing Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 as of April 8, 2013, relating to the Term Loans, and the ABL Facility, as amended, restated, modified, or supplemented from time to time.

“**Existing Stockholders Agreement**” means that certain Amended and Restated Stockholders Agreement, dated as of November 6, 2013, among the Company and the stockholders named therein.

“**Exit ABL Loans**” has the meaning set forth in the Exit Term Loan Term Sheet.

“**Exit ABL Credit Agreement**” means the credit agreement between Reorganized TCSG or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

“**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

“**Exit Facilities Agents**” means, collectively, the administrative agent and collateral agent appointed under each of the Exit Facilities.

“**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, the Exit Term Loan Documents, and the Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, modified, or supplemented from time to time.

“**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Plan Effective Date relating to the Exit Facilities.

“**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized TCSG or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

“**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

“**Exit Term Loan Term Sheet**” means the exit term loan financing term sheet attached as Exhibit 2 to the Transaction Term Sheet.

“**Exit Term Loans**” has the meaning set forth in the Exit Term Loan Term Sheet.

“**Fiduciary Out**” has the meaning set forth in Section 8.02 of this Agreement.

“**Final DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motions; (b) authorizing the Company Parties’ use of cash collateral; and (c) providing for adequate protection of secured creditors.

“**Final Order**” means, as applicable, an order or judgment of a court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or a new trial, reargument or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

“**First Day Pleadings**” means any first-day, pleadings, and related orders that the Company Parties determine are necessary or desirable to file upon the commencement of the Chapter 11 Cases with the Bankruptcy Court.

“**Fronting Letter**” has the meaning as assigned in the DIP Term Loan Facility Term Sheet.

“**Governance Term Sheet**” means the Governance Term Sheet attached as Exhibit 4 to the Transaction Term Sheet.

“**Governmental Body**” means any U.S. or non-U.S. federal, state, municipal, or other government, or other department, commission, board, bureau, agency, public authority, or instrumentality thereof, or any other U.S. or non-U.S. court or arbitrator.

“**Interest**” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Company Party, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Company Party or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

“**Interim DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motions; (b) authorizing the Company Parties’ use of cash collateral; and (c) providing for adequate protection of secured creditors.

“**Joinder**” means a joinder to this Agreement substantially in the form attached to this Agreement as Exhibit C providing, among other things, that such Person signatory thereto is bound by the terms of this Agreement to the extent provided therein. For the avoidance of doubt, any party that executes a Joinder shall be a “Party” under this Agreement to the extent provided therein.

“**Joinder Party**” means any party that executes a Joinder.

“**Law**” means any federal, state, local, or non-U.S. law (including, in each case, any common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ or other legal requirement, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Body of competent jurisdiction.

“**Launch**” has the meaning set forth in Section 4.01(e) of this Agreement.

“**Management Conference Call**” has the meaning set forth in Section 7.01(o) of this Agreement.

“**Master Consent to Assignment**” means the master consent to assignment entered into pursuant to section 11.06 of the DIP Term Loan Credit Agreement.

“**Milestones**” has the meaning set forth in Section 4 of this Agreement.

“**Modification/Waiver**” has the meaning set forth in Section 15.02.

“**New Equity Interests**” has the meaning ascribed to such term in the Transaction Term Sheet.

“**New Money DIP Term Loans**” means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Lenders under the DIP Term Loan Credit Agreement.

“**New Organizational Documents**” means the new Organizational Documents of Reorganized TCSG and its direct or indirect subsidiaries, after giving effect to the Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document in each case, consistent with the terms and conditions set forth in this Agreement, including the Governance Term Sheet.

“**NOL Order**” has the meaning set forth in Section 7.01(j) of this Agreement.

“**Organizational Documents**” means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders’ agreements, members’ agreement (or equivalent governing documents).

“**Outside Date**” means March 1, 2025, or such later date as agreed in writing between the Required Consenting Term Lenders and Company Parties.

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transferee**” means each transferee of any Company Claims/Interests that meets the requirements of Section 9.01 of this Agreement (and any other applicable provision herein that pertains to such Transfers).

“**Person**” means an Entity, an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a Governmental Body, or any legal Entity or association.

“**Petition Date**” means the first date any of the Debtors commence a Chapter 11 Case.

“**Plan**” means the joint prepackaged plan filed by the Debtors under chapter 11 of the Bankruptcy Code substantially in the form attached to this Agreement as Exhibit E that embodies the Transactions, is consistent in all material respects with the Transaction Term Sheet, including all exhibits, annexes, schedules, and supplements thereto, each as may be amended, supplemented, or modified from time to time, including the Plan Supplement.

“**Plan Effective Date**” means the date on which all conditions to consummation of the Plan have been satisfied in full or waived, in accordance with the terms of the Plan, and the Plan becomes effective.

“**Plan Supplement**” means one or more supplemental appendices to the Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to the Plan, in each case subject to the provisions of this Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Plan Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List (if any), (e) a schedule of retained Causes of Action, (f) the Restructuring Transaction Steps Memorandum (as defined in the Plan), (g) such other documents as may be specified in the Plan, and (h) any and all other documents necessary to effectuate the Transactions or that are contemplated by the Plan subject to this Agreement.

“**Put Option Premium**” has the meaning set forth in the Transaction Term Sheet.]



“**Qualified Marketmaker**” means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in Claims against, or Interests in, issuers or borrowers (including debt securities or other debt).

“**Releases**” means the releases as set forth in and to be provided pursuant to the Plan as contemplated by the Transaction Term Sheet.

“**Reorganized Board**” means the board of directors of Reorganized TCSG appointed in accordance with the terms of the Governance Term Sheet and the New Organizational Documents.

“**Reorganized Debtors**” means any Debtor, or any successor thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Plan Effective Date, including Reorganized TCSG.

“**Reorganized TCSG**” means TCSG, as reorganized pursuant to and under the Transactions or any successor thereto, or a newly-formed Entity formed to, among other things, directly or indirectly hold or acquire substantially all of the assets and/or equity interests of TCSG and, on the Plan Effective Date, issue the New Equity Interests (and in each case including any other newly-formed Entity formed to, among other things, effectuate the Transactions and issue the New Equity Interests).

“**Required Consenting Stakeholders**” means, as of any time, the Required Consenting Term Lenders and the Required Consenting Stockholder Parties at such time.

“**Required Consenting Stockholder Parties**” means, as of any time, 50.01% of the aggregate issued and outstanding Existing Equity Interests that are held by Consenting Stockholder Parties at such time.

“**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 and 2/3% of the Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

“**Required DIP Term Lenders**” has the meaning set forth in the DIP Term Loan Facility Term Sheet.

“**Restructuring Transaction Steps Memorandum**” means a document to be included in the Plan Supplement that will set forth the material components of the Transactions, including a summary of any transaction steps necessary to complete the Plan.

“**Rules**” means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

“**SEC**” means the Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

“**Specified Default**” has the meaning set forth in Section 5.01(e) of this Agreement.

“**Stockholder Terminating Party**” has the meaning set forth in Section 14.03.

“**Syndication Procedures**” has the meaning assigned in the Transaction Term Sheet.

“**TCSG**” has the meaning set forth in the preamble to this Agreement.

“**Term Lenders**” means holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Term Loan Claims.

“**Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacities as administrative agent and collateral agent under the Term Loan Credit Agreement and any replacement or successor agent thereto.

“**Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP, and such other professional advisors as are retained by the Term Loan Agent with the consent of the Company Parties (not to be unreasonably withheld).

“**Term Loan Claims**” means any Claim on account of Term Loans arising under or pursuant to the Term Loan Credit Agreement.

“**Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 on April 8, 2013, that certain Amendment No. 2 on November 27, 2013, that certain Amendment No. 3 on May 20, 2016, that certain Amendment No. 4 on August 18, 2017, that certain Amendment No. 5 on September 14, 2018, that certain Amendment No. 6 on October 8, 2018, that certain Amendment No. 7 on November 25, 2020, that certain Amendment No. 8 on June 14, 2023, and that certain Amendment No. 9 on October 8, 2024 (as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

“**Term Loans**” means the senior secured first-lien term loans issued pursuant to the Term Loan Credit Agreement, plus, any accrued but unpaid fees and interest in respect thereof.

“**Term Sheets**” has the meaning set forth in the preamble to this Agreement.

“**Termination Date**” means the date on which termination of this Agreement is effective as to a Party in accordance with Sections 14.01, 14.02, 14.03, 14.04, or 14.05 of this Agreement.

“**Termination Event**” means any of the events and/or circumstances referred to in Section 14 of this Agreement.

“**Termination Notice**” has the meaning set forth in Section 14.01.

“**Transaction Party Fees and Expenses**” means all reasonable and documented fees and expenses of the Term Loan Agent and the Ad Hoc Group Advisors (each subject to any agreements with the Company Parties with respect thereto).

“**Transaction Term Sheet**” has the meaning set forth in the recitals to this Agreement.

“**Transactions**” has the meaning set forth in the recitals to this Agreement.

“**Transfer**” means to sell, resell, reallocate, use, pledge, assign, transfer, loan, grant, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions); *provided, however*, that any pledge in favor of a bank or broker dealer at which a Consenting Stakeholder maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally, shall not be deemed a “Transfer” for any purposes hereunder; *provided, further*, that if a pledge or encumbrance exists, the pledgor shall maintain its voting rights for purposes of this Agreement.

“**Transferee Qualified Marketmaker**” has the meaning set forth in Section 9.05.

“**Transfer Agreement**” means an executed form of the transfer agreement substantially in the form attached to this Agreement as Exhibit D providing, among other things, that a transferee is bound by the terms of this Agreement. For the avoidance of doubt, any transferee that executes a Transfer Agreement shall be a “Party” under this Agreement as provided therein.

“**TSA Effective Date**” means the date on which the conditions precedent set forth in Section 2 of this Agreement have been satisfied or waived by the required Party or Parties in accordance with this Agreement.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neutral gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference in this Agreement to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference in this Agreement to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time in accordance with its terms; notwithstanding the foregoing, any capitalized terms in this Agreement which are defined with reference to another agreement (other than the Transaction Term Sheet), are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the Execution Date;

(e) unless otherwise specified, all references to “Sections” are references to Sections of this Agreement;

(f) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of “include” or “including” is without limitation, whether stated or not;

(j) unless otherwise specified, references to “days” shall mean calendar days and, when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day; *provided* that Rule 9006 of the Federal Rules of Bankruptcy Procedure shall apply from and after the Petition Date; and

(k) the phrase “counsel to the Consenting Stakeholders” refers in this Agreement to each counsel specified in Section 17.11 other than counsel to the Company Parties.

1.03. Conflicts. To the extent there is a conflict between the body of this Agreement (without reference to the exhibits, annexes, and schedules hereto, including the Term Sheets), on the one hand, and the Term Sheets or any other exhibits, annexes, and schedules to this Agreement, on the other hand, the terms and provisions of the Term Sheets or any other exhibits, annexes, and schedules to this Agreement shall govern. To the extent there is a conflict between this Agreement (including the Term Sheets and any other exhibits, annexes, and schedules hereto) on the one hand, and the Definitive Documents, on the other hand, the terms and provisions of the Definitive Documents shall govern.

## **Section 2. Effectiveness of this Agreement.**

2.01. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Standard Time, on the TSA Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) each Consenting Stockholder Party holding Existing Equity Interests shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(c) holders of at least 66 2/3% of the aggregate outstanding Term Loan Claims shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties;

(d) the Company Parties shall have paid all Transaction Party Fees and Expenses for which an invoice has been received by the Company Parties on or before the date that is one (1) Business Day prior to the TSA Effective Date;

(e) the DIP & Exit ABL Commitment Letter shall have been executed in substantially the form attached as Exhibit 5 to the Transaction Term Sheet; and

(f) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 17.11 hereof (by email or otherwise) that the other conditions to the TSA Effective Date set forth in this Section 2 have occurred.

2.02. This Agreement shall be effective from the TSA Effective Date until validly terminated pursuant to the terms of this Agreement. To the extent that a Consenting Stakeholder holds, as of the date hereof or thereafter, multiple Company Claims/Interests, such Consenting Stakeholder shall be deemed to have executed this Agreement in respect of all of its Company Claims/Interests and this Agreement shall apply severally to such Party with respect to each such claim or interest held by such Party.

**Section 3. *Definitive Documents.***

3.01. The Definitive Documents governing the Transactions shall include all material customary documents necessary to implement the Transactions, including, but not limited to:

(a) this Agreement and all other agreements, instruments, pleadings, orders, forms, questionnaires and other documents (including all exhibits, schedules, supplements, appendices, annexes, instructions, and attachments thereto) that are utilized to implement or effectuate, or that otherwise relate to, the Transactions;

(b) the Plan and all documentation necessary to consummate the Plan, including the Plan Supplement, the Disclosure Statement, the Disclosure Statement Motion, the Disclosure Statement Order, the Solicitation Materials, and the Confirmation Order (including any exhibits or supplements filed with respect to each of the foregoing);

(c) any documents filed in connection with any First Day Pleadings and all orders sought pursuant thereto, including any cash management orders and critical vendor orders;

(d) the DIP Facilities Documents (including the DIP/Cash Collateral Motions and the DIP/Cash Collateral Orders);

(e) the Exit Facilities Documents;

(f) the New Organizational Documents;

(g) the Restructuring Transaction Steps Memorandum (if applicable);

(h) any other material exhibits, schedules, amendments, modifications, supplements, appendices, or other documents and/or agreements relating to any of the foregoing; and

(i) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Transactions).

3.02. The Definitive Documents not executed as of the Execution Date or in a form attached to this Agreement remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Transactions shall contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 15 of this Agreement. Further, any Definitive Document, whether or not executed as of the Execution Date or in a form attached to this Agreement, shall otherwise be (a) in form and substance acceptable to the Company Parties, (b) in form and substance acceptable to the Required Consenting Term Lenders and (c) in form and substance reasonably acceptable to the Required Consenting

Stockholder Parties solely to the extent that such Definitive Document constitutes a Consenting Stockholder Party Matter.

**Section 4. *Milestones.***

4.01. On and after the TSA Effective Date, the Company Parties shall implement the Transactions in accordance with the following milestones (collectively, the “**Milestones**”), as may be extended and/or waived in writing (email from counsel being sufficient) by the Required Consenting Term Lenders:

(a) no later than 1 Business Day following the TSA Effective Date, and in any event prior to the Petition Date, the Company Parties shall, in accordance with sections 1125 and 1126 of the Bankruptcy Code, commence solicitation of the votes necessary to approve the Plan and effectuate the Transactions, including by distributing the Plan, Disclosure Statement, and Solicitation Materials to holders of Company Claims/Interests (the “**Launch**”);

(b) no later than 3 Business Days following the Launch, the Petition Date shall have occurred;

(c) no later than 1 day following the Petition Date, the Company Parties shall have filed the First Day Pleadings, the DIP/Cash Collateral Motions, the Plan, Disclosure Statement, and Disclosure Statement Motion seeking conditional entry of the Disclosure Statement Order;

(d) no later than 3 Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP/Cash Collateral Order;

(e) as soon as reasonably practicable, but in no later than 34 days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order;

(f) as soon as reasonably practicable, but in no event later than 34 days after the Petition Date, the Bankruptcy Court shall have entered the Disclosure Statement Order (on a final basis) and the Confirmation Order (which may be combined with the Disclosure Statement Order); and

(g) as soon as reasonably practicable, but in no event later than 14 days after the entry of the Confirmation Order, the Transactions shall have been consummated and the Plan Effective Date shall have occurred.

**Section 5. *Commitments of the Consenting Stakeholders.***

5.01. Affirmative Commitments. During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of all of its Company Claims/Interests, severally, and not jointly, to the extent permitted by Law and subject to the other terms hereof, to:

(a) use commercially reasonable efforts to timely and in good faith negotiate, support, implement and perform its respective obligations under, deliver, and consummate the Transactions on the terms contemplated in this Agreement, the Term Sheets, and the Definitive Documents, and, without limitation of the foregoing, in each case to the extent applicable to such Consenting Stakeholder: (i) consenting to the DIP Facilities Documents, the Exit Facilities Documents and the Plan; and (ii) voting all Company Claims/Interests owned or held by such Consenting Stakeholder and using commercially reasonable efforts to exercise any powers or rights available to it (including in any board, shareholders’, or creditors’ meeting or in any process requiring voting or approval to which they are legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the

Transactions or reasonably requested by the Company Parties to implement the Transactions; *provided*, that no Consenting Term Lender shall be obligated to (x) waive (to the extent waivable by such Consenting Term Lender) any condition to the consummation of any part of the Transactions set forth in (or to be set forth in) any Definitive Document, or (y) approve any Definitive Document that is not in form and substance consistent with its consent rights as set forth herein;

(b) without limiting any rights under Section 14.01, use commercially reasonable efforts to support and not oppose or object to the Transactions, and use commercially reasonable efforts to take any reasonable action necessary or reasonably requested by the Company Parties in a timely manner to effectuate the Transactions in a manner consistent with this Agreement, including the timelines set forth herein; *provided* that the foregoing shall not require any Consenting Stakeholder to file any pleadings with respect thereto;

(c) to the extent any legal or structural impediment arises that would prevent, hinder or delay the consummation of the Transactions, negotiate in good faith with the Company Parties and the other Consenting Stakeholders appropriate additional or alternative provisions to address any such legal or structural impediment to the consummation of the Transactions;

(d) provide any notices, orders, instructions, or directions to the applicable Agents that, in each case, are reasonably necessary or reasonably requested by the Company Parties to facilitate the consummation of the Transactions in accordance with the terms, conditions, and applicable timelines set forth in this Agreement and the Transaction Term Sheet and, if any applicable administrative agent, collateral agent, or other such agent or trustee (as applicable) takes any action materially inconsistent with such Consenting Term Lender's obligations under this Agreement, such Consenting stakeholder shall use its commercially reasonable efforts to direct such administrative agent, collateral agent, or other such agent or trustee (as applicable) to cease and refrain from taking any such action;

(e) forbear from the exercise of, and shall not direct the Term Loan Agent to exercise, any rights (including any right of set-off) or remedies under the Term Loan Credit Agreement or any ancillary document that arise as a result of the occurrence of any default or Event of Default from the Company Parties' (i) entry into this Agreement, any Definitive Document or other document or agreement necessary to implement or consummate the Transactions; or (ii) commencement of the Chapter 11 Cases, filing the Plan and Disclosure Statement or otherwise taking such actions as are necessary to consummate any Milestone hereunder (any event specified in the foregoing clauses (i) or (ii), a "**Specified Default**"); *provided*, that (x) no Consenting Stakeholder shall be required pursuant to this Section 5.01(e) to provide any trustee and/or agent or other Person with any additional indemnities or similar undertakings in connection with taking any such action other than those contained in the Term Loan Credit Agreement or any DIP Facilities Documents, (y) no Consenting Stakeholder shall be required to take any actions contemplated by this Section 5 unless expressly contemplated by this Agreement, and (z) nothing in this Section 5.01(e) shall require the Consenting Term Lenders to waive any default or Event of Default, or any of the obligations arising under, or liens or other encumbrances created by, the Term Loan Credit Agreement or any DIP Facilities Documents; *provided, further*, for the avoidance of doubt, that unless the Transactions are consummated, it is understood and agreed that any forbearance granted pursuant to this Section 5.01(e) shall be effective during the Agreement Effective Period only and shall not be deemed to be a permanent forbearance from the exercise of remedies on account of any default or Event of Default arising under the Term Loan Credit Agreement; *provided, further*, that each Consenting Stakeholder specifically agrees that this Agreement constitutes a direction to the Term Loan Agent to refrain from exercising any remedy available or power conferred to any of the Agents against the Company Parties or any of their assets, in each case, solely as a result of the existence of any Specified Default; *provided, further*, for the avoidance of doubt, that nothing in this Section 5.01(e) shall restrict or limit the Consenting

Stakeholders or any of the Agents from taking any action permitted or required to be taken hereunder for the purposes of consummating the Transactions, including pursuant to any Definitive Document;<sup>2</sup>

(f) each Consenting Stakeholder hereby authorizes (and is hereby deemed to have authorized for all purposes under the Term Loan Credit Agreement, the Existing Intercreditor Agreement, and otherwise, without requirement for any further action or agreement) the Company Parties' execution and entry into the DIP Facilities Documents, the Exit Facilities Documents, the Definitive Documents and any documents required thereby for the consummation of the Transactions, in case in accordance with the terms of this Agreement; and

(g) use commercially reasonable efforts to cooperate with and assist the Company Parties, as may be reasonably requested by the Company Parties in obtaining additional support for the Transactions from the Company Parties' other stakeholders.

5.02. Negative Commitments. During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of each of its Company Claims/Interests, severally, and not jointly, that, to the extent permitted by Law and subject to the other terms hereof, it shall not:

(a) object to, delay, impede, or take any other action that is intended to interfere with the acceptance, implementation, or consummation of the Transactions, including through instructions to the applicable Agents;

(b) directly or indirectly solicit, initiate, encourage, endorse, propose, file, support, approve, vote for, or enter into in any Alternative Transaction;

(c) file any motion, pleading, or other document with any court (including any modifications or amendments to any motion, pleading, or other document with any court) that, in whole or in part, is materially inconsistent with this Agreement or the Transactions;

(d) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to this Agreement or the Transactions contemplated in this Agreement against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement or any Definitive Document;

(e) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located other than any action or inaction taken by any such Consenting Stakeholder in connection with its respective rights under the DIP Facilities Documents, the Term Loan Credit Agreement, and the Existing Intercreditor Agreement, in the case of each of the foregoing, subject to the affirmative commitments set forth in Section 5.01(e);

(f) directly or indirectly, encourage or through any other Person to, directly or indirectly, subject to the terms hereof, (i) object to, delay, postpone, challenge, oppose, impede, or take any other action or any inaction to interfere with or delay the acceptance, implementation, or consummation of the Transactions contemplated in this Agreement (including the DIP Facilities and the Exit Facilities) on the terms set forth in this Agreement, the Term Sheets, the DIP Facilities Documents, the Exit Facilities Documents, the Plan, and any other applicable Definitive Document, including commencing or joining with any Person in commencing any litigation or involuntary case for relief under the Bankruptcy Code against any Company Party or any subsidiary thereof; (ii) solicit, negotiate, propose, file, support, enter

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<sup>2</sup> Note to Draft: Capitalized terms used in this Section 5.01(e) but not otherwise defined herein shall have such meanings as assigned in the Term Loan Credit Agreement.



into, consummate, file with the Bankruptcy Court, vote for, or otherwise knowingly take any other action in furtherance of any Alternative Transaction Proposal; (iii) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company Parties or any direct or indirect subsidiaries of the Company Parties that do not file for chapter 11 relief under the Bankruptcy Code, except in a manner consistent with or pursuant to this Agreement, the Term Sheets, and the DIP Facilities Documents; or (iv) object to or oppose, or support any other Person's efforts to object to or oppose, any motions filed by the Debtors that are consistent with this Agreement; or

(g) with respect to the Consenting Term Lenders, not direct any administrative agent, collateral agent, or other such agent or trustee to take any action materially inconsistent with such Consenting Term Lender's obligations under this Agreement.

5.03. Commitments with Respect to Chapter 11 Cases. In addition to the affirmative and negative commitments set forth in Sections 5.01 and 5.02, during the Agreement Effective Period, each Consenting Stakeholder agrees in respect of all of its Company Claims/Interests, severally, and not jointly, that it shall:

(a) subject to receipt by such Consenting Stakeholder of the Disclosure Statement and the Solicitation Materials, (i) to the extent such Consenting Stakeholder is entitled to vote to accept or reject the Plan pursuant to its terms, (A) vote each of its Company Claims/Interests (if applicable) to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials, and (B) not change, withdraw, amend, or revoke (or cause or direct to be changed, withdrawn, amended, or revoked) any such vote described in the foregoing Section 5.03(a)(i)(A), and (ii) regardless of whether such Consenting Stakeholder is entitled to vote to accept or reject the Plan, support the Releases and agree to provide or opt into, and to not opt out of or object to, the Releases set forth in the Plan consistent with the terms set forth in this Agreement (including the Term Sheets), and not change, withdraw, amend, or revoke (or cause or direct to be changed, withdrawn, amended, or revoked) any such Release; *provided*, that such vote may be revoked (and, upon such revocation, deemed void *ab initio*) by such Consenting Stakeholder at any time following the expiration or termination of the Agreement Effective Period with respect to such Consenting Stakeholder (it being understood that any termination of the Agreement Effective Period with respect to a Consenting Stakeholder shall entitle such Consenting Stakeholder to change its vote in accordance with sections 1126 and 1127 or any other applicable provision of the Bankruptcy Code, and the Solicitation Materials with respect to the Plan shall be consistent with this proviso);

(b) with respect to the Consenting Term Lenders, use commercially reasonable efforts to support and not object to, and to take all actions reasonably requested by the Company Parties related to, the DIP/Cash Collateral Motions and entry of the DIP/Cash Collateral Orders in accordance with this Agreement;

(c) not take any other action that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation, approval of the Disclosure Statement, or the confirmation and consummation of the Plan and the Transactions;

(d) support and not object to the Plan or entry of the Disclosure Statement Order, or the Confirmation Order (provided that such Plan, Disclosure Statement Order, and Confirmation Order are in form and substance consistent with Section 3.02);

(e) use commercially reasonable efforts to take all actions reasonably requested by the Company Parties and necessary to support and facilitate confirmation and consummation of the Plan within

the timeframes contemplated by this Agreement, including the DIP Facilities (and related Equity Premium, Put Option Premium, and Commitment Premium, the Exit Facilities and all related transactions;

(f) support, and not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement; and

(g) the DIP Backstop Parties shall fund, or cause their Affiliates to fund, through a fronting arrangement arranged by the Company Parties, the entire amount of the New Money DIP Term Loans in compliance with this Agreement (including, for the avoidance of doubt, the Transaction Term Sheet and DIP Term Loan Facility Term Sheet).

**Section 6. *Additional Provisions Regarding the Consenting Stakeholders' Commitments.***

6.01. Additional Consenting Stakeholder Commitments. During the Agreement Effective Period, each Consenting Stakeholder agrees, severally, and not jointly, that it shall not pledge, encumber, assign, sell, or otherwise Transfer, offer, or contract to pledge, encumber, assign, sell, or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any Existing Equity Interests whether held directly or indirectly, other than any Transfer in accordance with Section 9 of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or, subject to the terms of any applicable Confidentiality Agreement, any other party in interest in the Chapter 11 Cases (including any official committee of unsecured creditors and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not prohibited under this Agreement or any Definitive Document in connection with the Transactions; (c) prevent any Consenting Stakeholder from (i) enforcing this Agreement or any Definitive Documents, (ii) contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any Definitive Documents, or (iii) exercising any rights or remedies under this Agreement or any Definitive Documents; or (d) limit the rights of a Consenting Stakeholder under the Chapter 11 Cases, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases or any foreign proceeding, in each case, so long as the exercise of any such right is not inconsistent with such Consenting Stakeholder's obligations under this Agreement; (e) limit the ability of a Consenting Stakeholder to purchase, sell or enter into any transactions regarding the Company Claims/Interest, subject to the terms of this Agreement, including Section 9 of this Agreement; (f) except as and to the extent explicitly set forth herein with respect to a Specified Default, constitute a waiver or amendment of any term or provision of the Term Loan Credit Agreement or the DIP Credit Agreements; (g) constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company Parties that secure the obligations under the Term Loan Credit Agreement; (h) except as and to the extent explicitly set forth in this Agreement, require any Consenting Stakeholder to incur, assume, become liable in respect of or suffer to exist any expenses, liabilities, or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Stakeholder; (i) prevent a Consenting Stakeholder from taking any action that is required in order to comply with applicable Law; *provided* that if any Consenting Stakeholder proposes to take any action that is otherwise inconsistent with this Agreement or the Transactions in order to comply with applicable Law, such Consenting Stakeholder shall provide, to the extent possible without violating applicable Law, at least five (5) Business Days' advance, written notice to the Parties; (j) prohibit any Consenting Stakeholder from taking any action that is not inconsistent with this Agreement or the Transactions; (k) except as and to the extent explicitly set forth in this Agreement, limit the ability of any Consenting Stakeholder to enforce the terms of the Existing Intercreditor Agreement (including exercising any rights or remedies available to the Consenting Stakeholder); (l) require any Consenting Stakeholder to fund or commit to fund any additional amounts

(other than as agreed in connection with the DIP Facilities) without such Consenting Stakeholder's written consent; or (m) require or obligate any Consenting Stakeholder to (i) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Transactions set forth in (or to be set forth in) any Definitive Document, or (ii) approve any Definitive Document that is not in form and substance consistent with its consent rights set forth herein.

6.02. Additional Consenting Stockholder Party Commitments. To the extent that, under the Plan, such Consenting Stockholder Party is deemed to reject the Plan, such Consenting Stockholder Party agrees with its treatment under the Plan and shall not file an objection to the Plan or support, directly or indirectly, any holder of Existing Equity Interests who objects to the Plan.

## **Section 7. *Commitments of the Company Parties.***

7.01. Affirmative Commitments. Subject to Section 8.01 of this Agreement, during the Agreement Effective Period, each of the Company Parties agrees to:

(a) use commercially reasonable efforts to (i) pursue, consummate, and implement the Transactions on the terms and in accordance with the Milestones set forth in this Agreement (including the Term Sheets), including by negotiating the Definitive Documents in good faith, and (ii) cooperate, if reasonably requested, with the Consenting Stakeholders to negotiate and obtain necessary approval of the Definitive Documents to consummate the Transactions;

(b) use commercially reasonable efforts and timely take all reasonable actions, including actions reasonably requested by the other Parties, necessary to facilitate the solicitation, confirmation, approval, and consummation of the Transactions, as applicable, to the extent consistent with the terms and conditions in this Agreement (including the Transaction Term Sheet), including by promptly commencing solicitation of the Plan pursuant to the Disclosure Statement and related Solicitation Materials and commencing the Chapter 11 Cases, in accordance with the applicable Milestones;

(c) use commercially reasonable efforts to obtain any and all required or advisable governmental, regulatory, and/or third-party approvals for the Transactions;

(d) negotiate in good faith, execute, deliver, and perform its obligations under the Definitive Documents in accordance with the terms of this Agreement (including the Term Sheets) and any other required agreements to effectuate and consummate the Transactions and the transactions contemplated by the Definitive Documents;

(e) use commercially reasonable efforts to actively and timely address, oppose, and/or object to the efforts of any person or Entity seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Transactions (including, if applicable, the filing of timely objections or written responses), in each case to the extent consistent with the terms and conditions in this Agreement;

(f) use commercially reasonable efforts to seek additional support for the Transactions from their other material stakeholders to the extent reasonably prudent;

(g) if any Company Party receives an Alternative Transaction Proposal, (i) promptly notify the Ad Hoc Group Advisors (in each case, no later than one (1) Business Day after the receipt of such Alternative Transaction Proposal), with such notification to include a summary of the material terms thereof, which may be shared on a professional eyes only basis and promptly notify the Ad Hoc Group Advisors of any subsequent modifications to such Alternative Transaction Proposal (in each case, no later

than one (1) Business Day after the receipt of notice of such modification), (ii) use commercially reasonable efforts to respond promptly to reasonable information requests and questions from counsel to the Consenting Stakeholders relating to such Alternative Transaction Proposal; *provided*, that at all times prior to the date on which the Company Parties enter into a definitive agreement with respect to an Alternative Transaction, the Company Parties shall provide the Ad Hoc Group Advisors with all relevant information regarding (x) any negotiations and/or discussions relating to any such Alternative Transaction, and/or (y) any amendments, modifications, or other changes to, or any further material developments of, any such Alternative Transaction, in any such case as is necessary to keep such counsel contemporaneously informed as to the status and substance of such discussions, negotiations, amendments, modifications, changes, and/or developments, and (iii) respond promptly to reasonable information requests and questions from the Ad Hoc Group Advisors with respect to the impact of such Alternative Transaction Proposal on the Transactions and any action taken or proposed to be taken by the Company Parties in response thereto, but not to include the identity of the Person(s) involved, in each case, subject to a Confidentiality Agreement permitting the disclosure of such information; *provided*, that the Company Parties shall use commercially reasonable efforts to execute such Confidentiality Agreement;

(h) provide responses in a reasonably timely manner, whether by directing the Company Parties' advisors to respond or otherwise, to reasonable diligence requests from the Ad Hoc Group Advisors for purposes of the Consenting Stakeholders' due diligence investigation in respect of the assets, liabilities, operations, businesses, finances, strategies, prospects, and affairs of the Company Parties;

(i) if applicable, promptly certify upon request of any Consenting Stakeholder that pursuant to 26 CFR § 1.1445-2, it is not a "United States real property holding corporation" as defined in the Internal Revenue Code of 1986 (as amended) and any applicable regulations promulgated thereunder;

(j) support the filing of a customary stock trading order ("**NOL Order**") that establishes procedures with respect to, and potentially restricts, (i) the accumulation and disposition of stock by Persons who own (as determined for tax Law purposes), or would own, more than approximately 4.5% of the equity of the Company Parties during the pendency of the Chapter 11 Cases, and (ii) the claiming of a worthlessness deduction under section 165 of the Tax Code by 50% or greater shareholders with respect to the stock of the Company;

(k) inform counsel to the Consenting Stakeholders in writing (email being sufficient) as soon as reasonably practicable after becoming aware of: (i) any matter or circumstance which it knows, or believes to be a material impediment to the implementation or consummation of the Transactions prior to the applicable Milestone; (ii) any notice of any commencement of any material involuntary insolvency proceedings, legal suit for payment of debt or securement of security from or by any person in respect the Company Parties or any of its direct or indirect subsidiaries thereof; (iii) any material breach of any of the terms, conditions, representations, warranties or covenants set forth in this Agreement (including a breach by the Company Parties); or (iv) any representation or statement made or deemed to be made by them under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(l) (i) complete the preparation, as soon as reasonably practicable after the Execution Date, of the Disclosure Statement and any Solicitation Materials in order to commence the solicitation of the Plan in accordance with the Milestones, (ii) provide drafts of the Disclosure Statement, the Plan, any Solicitation Materials, and each other Definitive Document to, and afford a reasonable opportunity for comment and review of such documents by, the Ad Hoc Group Advisors, which opportunity of comment and review shall be not less than two (2) Business Days in advance of any filing with the Bankruptcy Court; *provided* that if delivery of such document at least two (2) Business Days in advance of such filing is impracticable under the circumstances, such document shall be delivered as soon as otherwise practicable, and shall afford them

a reasonable opportunity under the circumstances to comment on such documents, and (iii) consult with the Ad Hoc Group Advisors regarding the form and substance of the Disclosure Statement and Solicitation Materials, the Plan, and each other Definitive Document, sufficiently in advance of the filing with the Bankruptcy Court, and not file with the Bankruptcy Court the Disclosure Statement, Solicitation Materials, the Plan, and each other Definitive Document unless such document is in form and substance consistent with the consent rights set forth herein; *provided* that the obligations of the Company Parties under this Section 7.01(l) shall in no way alter or diminish any right expressly provided to any applicable Consenting Term Lender under this Agreement to review, comment on, and/or consent to the form and/or substance of any document in accordance with the terms hereof;

(m) maintain their good standing and legal existence under the laws of the state or other jurisdiction in which they are incorporated, formed or organized, except to the extent that any failure to maintain such Company Party's good standing arises solely from the filing of the Chapter 11 Cases;

(n) (i) conduct their businesses and operations in the ordinary course in a manner that is consistent with past practices and in compliance with Law, (ii) maintain their physical assets, properties, and facilities in their working order condition and repair as of the TSA Effective Date, in the ordinary course, in a manner that is consistent with past practices, and in compliance with Law (ordinary wear and tear and casualty and condemnation excepted), (iii) maintain their respective books and records in the ordinary course, in a manner that is consistent with past practices, and in compliance with Law, (iv) maintain all of their material insurance policies, or suitable replacements therefor, in full force and effect, in the ordinary course, in a manner that is consistent with past practices, and in compliance with Law, and (v) use commercially reasonable efforts to preserve intact their business organizations and relationships with third parties (including creditors, lessors, licensors, franchisees, vendors, customers, suppliers, and distributors) and employees in the ordinary course, in a manner that is consistent with past practices, in each case, except (1) as required by Law, (2) as required pursuant to the DIP/Cash Collateral Orders or as may be required to adhere to the terms of any applicable budget approved in connection with the DIP Facility (or as may otherwise be related thereto), (3) as otherwise agreed by the Required Consenting Term Lenders or (4) as otherwise expressly provided in this Agreement or for actions taken by any member of the Company Parties in connection with the Chapter 11 Cases in accordance with the terms of this Agreement and the applicable Definitive Documents; and

(o) (i) use commercially reasonable efforts to keep the Consenting Term Lenders informed about the operations of the Company Parties, (ii) use commercially reasonable efforts to direct the current employees, officers, advisors, and other representatives of the Company Parties to provide, to the Ad Hoc Group Advisors, upon written request to the Company Parties' advisors and subject to obtaining approval of the Company Parties (not to be unreasonably withheld or delayed), (1) reasonable access during normal business hours to the Company Parties' books, records, and facilities, and (2) upon written request to the advisors of the Company Parties (which may be by email), reasonable access to the senior management and advisors of the Company Parties for the purposes of evaluating the Company Parties' assets, liabilities, operations, businesses, finances, strategies, prospects, and affairs, and (iii) use commercially reasonable efforts to arrange for a teleconference (the "**Management Conference Call**") to take place bi-weekly, which Management Conference Call shall (1) require participation by at least one senior member of the Company Parties' management team and permit participation by the Company Parties' counsel and advisors and such Consenting Term Lenders and their advisors as elect to participate therein, who shall be provided with an invitation to, and details of, such Management Conference Call as soon as reasonably practicable prior to the scheduled date therefor, and (2) be intended for purposes of discussing the Company Parties' financials and such other information and matters reasonably related thereto or reasonably requested by the Required Consenting Term Lenders.

7.02. Company Party Commitments with Respect to Chapter 11.

(a) Subject to Section 8.01 of this Agreement, and with respect to the Chapter 11 Cases, during the Agreement Effective Period, each of the Company Parties agrees to:

(i) object to any motion filed with the Bankruptcy Court by any person seeking the entry of an order terminating the Company Parties' exclusive right to file and/or solicit acceptances of a chapter 11 plan;

(ii) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Plan or the Transactions (including, if applicable, the filing of timely filed objections or written responses);

(iii) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases; (D) approving an Alternative Transaction Proposal; (E) for relief that (x) is inconsistent with this Agreement in any material respect, or (y) would, or would reasonably be expected to, frustrate the purposes of this Agreement in any material respect, including by preventing the consummation of the Transactions; or (F) challenging (x) the amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests of any of the Consenting Stakeholders, or (y) the validity, enforceability, or perfection of any lien or other encumbrance securing (or purporting to secure) any Company Claims/Interests of any of the Consenting Stakeholders; and

(iv) support and take all actions as are necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Transactions and the Plan, and to cooperate with any such efforts undertaken by the Consenting Term Lenders or the other Consenting Stakeholders.

7.03. Negative Commitments of the Company Parties. Subject to Section 8.01 of this Agreement, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transaction or the Plan or otherwise commence any proceeding opposing any of the terms of this Agreement or any of the other Definitive Documents, other than pursuant to the express terms and conditions of this Agreement;

(b) take, or encourage any other person or Entity to take, any action, directly or indirectly, that would reasonably be expected to breach, frustrate, or be inconsistent with this Agreement, or take any other action, directly or indirectly, that would reasonably be expected to interfere with the acceptance, implementation, or consummation of the Transactions or this Agreement;

(c) take or fail to take any action if such action or failure to act is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of, this Agreement, the Transactions described in this Agreement, the Term Sheets, or the Definitive Documents;

(d) except as contemplated by this Agreement, subject to Section 8.02 hereof, solicit, initiate, propose, support, encourage, consent to, vote or enter into any agreement regarding any Alternative Transaction Proposal;

(e) (i) seek discovery in connection with, prepare, or commence any proceeding or other action that challenges (1) the amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests of any of the Consenting Stakeholders, or (2) the validity, enforceability, or perfection of any lien or other encumbrance securing any Company Claims/Interests of any of the Consenting Stakeholders; (ii) otherwise seek to restrict any contractual rights of any of the Consenting Stakeholders under the Term Loan Credit Agreement; (iii) otherwise commence any action against any of the Consenting Stakeholders; or (iv) support any Person in connection with any of the acts described in clause (i) or clause (ii) of this Section 7.03(e), in each case, subject to the DIP/Cash Collateral Orders;

(f) assert, or support any assertion by any third party, that, in order to act on the provisions of Section 14 hereof, the Consenting Stakeholders shall be required to obtain relief from the automatic stay from the Bankruptcy Court (and the Company Parties' hereby waive, to the greatest extent possible, the applicability of the automatic stay to the giving of any termination notice in accordance with Section 13(f) hereof); *provided* that nothing herein shall prejudice any Party's right to argue that the giving of such termination notice or the exercise of any remedy was not proper under the Agreement;

(g) except as contemplated by this Agreement (including the DIP Facilities), consummate any transaction pursuant to any contract with respect to debtor-in-possession financing, cash collateral usage, exit financing, and/or other financing arrangements without the advance written consent of the Required Consenting Stakeholders;

(h) grant or agree to grant any increase in the wages, salary, bonus, commissions, retirement benefits, severance, or other compensation or benefits of any director, manager, employee, or officer of any Company Party, whether scheduled prior to, as of or after the TSA Effective Date, except for any increase that is done in the ordinary course of business consistent with past practices, in accordance with the Transactions contemplated by this Agreement, or otherwise with the consent of the Required Consenting Stakeholders;

(i) incur or commit to incur any capital expenditures, other than capital expenditures that are included in any applicable budget approved pursuant to the Interim DIP/Cash Collateral Order or Final DIP/Cash Collateral Order, except as approved by the Required Consenting Term Lenders;

(j) make or change any material tax election (including, with respect to any Company Party that is treated as a partnership or disregarded Entity for U.S. federal income tax purposes, an election to be treated as a corporation for U.S. federal income tax purposes), file any material amended tax return, enter into any closing agreement with respect to taxes for an amount greater than \$50,000, consent to any extension or waiver of the limitations period applicable to any material tax claim or assessment other than in the ordinary course of business, enter into any installment sale transaction, adopt or change any material accounting methods, practices, or periods for tax purposes, make or request any tax ruling, enter into any tax sharing or similar agreement or arrangement (other than agreements entered in the ordinary course of business the primary purpose of which are not taxes), or settle any tax claim or assessment for an amount greater than \$50,000;

(k) take or permit any action that would result in a (i) disaffiliation of any Company Party from the Company Parties' consolidated income tax group under section 1502 of the Tax Code, (ii) realization of any material taxable income outside of the ordinary course of business of the Company Parties' business, or (iii) change of ownership of any Company Party under section 382 of the Tax Code, in each case, except as contemplated by the transactions described herein;

(l) with respect to the Chapter 11 Cases, directly or indirectly execute, agree to execute, file, or agree to file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other

court (including any modifications or amendments thereof) that, in whole or in part, is materially inconsistent with this Agreement or the Plan; and

(m) file any motion, pleading, or other document with any court (including any modification or amendments to any motion, pleadings, or other document with any court) that, in whole or in part, is materially inconsistent with this Agreement in any material respect.

**Section 8. Additional Provisions Regarding Company Parties' Commitments.**

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with outside counsel, to take any action or to refrain from taking any action with respect to the Transactions to the extent such Person or Persons determine in good faith that taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement.

8.02. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 8.01 and this Section 8.02, each Company Party and its directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and facilitate access to information in response to unsolicited Alternative Transaction Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into confidentiality agreements or nondisclosure agreements with any Entity (*provided*, that the Company Parties shall use commercially reasonable efforts to require that any such agreements permit the Company to share copies of Alternative Transaction Proposals, the status of any discussions, and the identity of any counterparty with the Consenting Term Lenders and their respective advisors); and (c) enter into, maintain or continue discussions with respect to, or otherwise cooperate with, any inquiries or any proposals regarding an unsolicited Alternative Transaction Proposal, in each case if such Person or Entity determines, in good faith upon advice of outside counsel that failure to take such action would be inconsistent with the fiduciary duties of such Person under applicable Law. If the board of directors of the Company Parties decides (i) that proceeding with the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Transaction Proposal (a "**Fiduciary Out**"), the Company Parties shall notify the counsel to the Consenting Stakeholders in writing (email being sufficient) within one (1) day of such decision. Upon any determination by any Company Party to exercise a Fiduciary Out, the other Parties to this Agreement shall be immediately and automatically relieved of any obligation to comply with their respective covenants and agreements herein.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

**Section 9. Transfer of Claims and Interests.**

9.01. During the Agreement Effective Period, except pursuant to consummation of the Transactions, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Exchange Act) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless either: (a) the transferee executes and delivers to counsel to the Company Parties and the counsel to the Ad Hoc Group, before the time of the proposed Transfer, a Transfer Agreement and, solely in the case of



Interests (i) if such transfer would violate an NOL Order, the transferee provides the Company Parties and the Ad Hoc Group Advisors reasonable time to analyze the tax consequences to the Company Parties of such Transfer and (ii) the Company Parties consent to such Transfer (such consent not to be unreasonably withheld, conditioned or delayed); or (b) solely in the case of Claims, the transferee (i) is not a Consenting Stakeholder and the transferee executes and delivers to counsel to the Company Parties and counsel to the Consenting Stakeholders, at or before the time such Transfer is effective, a Joinder or (ii) is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Claims) to counsel to the Company Parties and the counsel to the Ad Hoc Group contemporaneously with the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement only to the extent of the rights and obligations in respect of such Transferred Company Claims/Interests, and the transferee shall be deemed a “Consenting Stakeholder” (as a “Consenting Term Lender” or a “Consenting Stockholder Party” as applicable) and a “Party” under this Agreement. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Claims. Notwithstanding the foregoing, (a) such additional Claims shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Claims acquired) to counsel to the Company Parties and counsel to the Ad Hoc Group within three (3) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary in this Agreement, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (a) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within ten (10) Business Days of its acquisition to a transferee that is an Entity that is not an Affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (b) the transferee otherwise is a Permitted Transferee under Section 9.01; and (c) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee. Notwithstanding anything herein to the contrary, this Section 9.05 shall not apply with respect to any Interests owned or held by any Consenting Stockholder Party. For the avoidance of doubt, if a Qualified Marketmaker acquires any Company Claims/Interests from a Consenting Stakeholder and is unable to Transfer such Company Claims/Interests within the ten (10) Business Day-period referred to above, the Qualified Marketmaker shall execute and deliver a Joinder in respect of such Company Claims/Interests. Notwithstanding the immediately preceding sentence, a Qualified Marketmaker may Transfer any right,

title, or interest in any Company Claims/Interests that it acquires from a Consenting Stakeholder to another Qualified Marketmaker (the “**Transferee Qualified Marketmaker**”) without the requirement that the Transferee Qualified Marketmaker execute and deliver to each of counsel to the Company Parties and counsel to the Ad Hoc Group, a Joinder in respect of such Company Claims/Interests or be a Permitted Transferee, if such Transferee Qualified Marketmaker Transfers the right, title or interest in such Company Claims/Interests within ten (10) Business Days of its acquisition from the Qualified Marketmaker to a transferee that (A) is a Consenting Stakeholder or Permitted Transferee at the time of such Transfer or (B) becomes a Consenting Stakeholder or Permitted Transferee by the date of settlement of such Transfer by signing a Joinder. From the date of such Qualified Marketmaker’s acquisition or such Company Claims/Interests through the date such Company Claims/Interests are Transferred in accordance herewith, the Qualified Marketmaker shall vote such Company Claims/Interests as the Required Consenting Stakeholders shall direct.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any Claims in favor of a bank or broker-dealer holding custody of such Claims and Interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such Claims.

9.07. In connection with any Transfer permitted by this Section 9, each of the transferor and the transferee shall deliver to the Company Parties such information and documentation as reasonably requested by such Company Parties (including as requested by any transfer agent of such Company Parties) in order to validly effectuate such Transfer and/or substantiate compliance with any applicable law.

**Section 10. *Representations and Warranties of Consenting Term Lenders.***

Each of the Consenting Term Lenders represents, warrants, and covenants to each other Party, severally, and not jointly, that, as of (i) the Execution Date and (ii) the Plan Effective Date (but, in respect of the foregoing (ii), subject to changes resulting from any Transfers made pursuant to Section 9 of this Agreement):

(a) (i) it is the beneficial or record owner of the face amount of the Company Claims/Interests (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will be the beneficial record owner of the face amount of the Company Claims/ Interests upon closing) or is the nominee, investment manager, advisor, or subadvisor for beneficial holders of the Company Claims/Interests reflected in such Consenting Term Lender’s signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated as a result of any Transfers pursuant to Section 9 of this Agreement), (ii) having made reasonable inquiry and excluding Company Claims/Interests held by a Consenting Term Lender in such Consenting Term Lender’s capacity as a Qualified Marketmaker, it is not, to the best of its knowledge, the record owner of any Company Claims/Interests other than those reflected in such Consenting Term Lender’s signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated as a result of any Transfers pursuant to Section 9 of this Agreement), and (iii) all Affiliates of such Consenting Term Lender that are beneficial or record owners of Company Claims/Interests (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will be the beneficial record owner of the face amount of the Company Claims/ Interests upon closing) have executed this Agreement;

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning, such Company Claims/Interests (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will have such power and authority upon closing);

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Term Lender's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and Transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will have such power and authority upon closing); and

(e) it is either (i) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (ii) not a U.S. Person (as defined in Regulation S of the Securities Act), or (iii) an institutional accredited investor (as defined in the Rules); and any securities acquired by such Consenting Term Lender in connection with the Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

**Section 11. *Representations and Warranties of Consenting Stockholder Parties.***

Each of the Consenting Stockholder Parties represents, warrants, and covenants to each other Party, severally, and not jointly, that, as of (i) the Execution Date and (ii) the Plan Effective Date (but, in respect of the foregoing (ii), subject to changes resulting from any Transfers made pursuant to Section 9 of this Agreement):

(a) (i) it is the beneficial or record owner of the Company Claims/Interests or is the nominee, investment manager, advisor, or subadvisor for beneficial holders of the Company Claims/Interests reflected in such Consenting Stockholder Party's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated as a result of any Transfers pursuant to Section 9 of this Agreement) and (ii) having made reasonable inquiry, it is not the beneficial or record owner of any Company Claims/Interests other than those reflected in such Consenting Stockholder Party's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated as a result of any Transfers pursuant to Section 9 of this Agreement);

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning, such Company Claims/Interests (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will have such power upon closing);

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stockholder Party's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed, other than (i) any such restriction arising under this Agreement and (ii) any such restriction arising under applicable state or federal securities Laws;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it above as contemplated by this Agreement subject to applicable Law (or, with respect to Company Claims/Interests subject to an agreement to purchase which has not closed as of the date hereof, will have such power upon closing); and

(e) solely with respect to holders of Company Claims/Interests constituting securities, it is either (i) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (ii) not a U.S. person

(as defined in Regulation S of the Securities Act), or (iii) an institutional accredited investor (as defined in the Rules); and any securities acquired by such Consenting Stockholder in connection with the Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

**Section 12. *Representations and Warranties of Company Parties.***

Each of the Company Parties represents, warrants, and covenants to each other Party that, as of the Execution Date and as of the Plan Effective Date:

(a) to the best of the Company Parties' knowledge, the execution and delivery by it of this Agreement does not result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases or any Company Party's undertaking to implement the Transactions through the Chapter 11 Cases) under any material contractual obligation to which it is a party; and

(b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part.

**Section 13. *Mutual Representations, Warranties, and Covenants.***

Each of the Parties represents, warrants, and covenants to each other Party, severally, and not jointly, that, as of (i) the Execution Date and (ii) the Plan Effective Date (but, in respect of the foregoing (i), subject to changes resulting from any Transfers made pursuant to Section 9 of this Agreement):

(a) it is validly existing and in good standing under the Laws of the state or jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any Person or Entity in order for it to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, (i) conflict in any material respect with any Law or regulation applicable to it or with any of its certificates of incorporation, bylaws, limited liability company agreements, or other Organizational Documents, or (ii) conflict with, result in a breach of, or constitute a default under any material contractual obligation to which it is a party (provided, however, that with respect to the Company, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations);

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(e) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction; and

(f) except as expressly provided by this Agreement, it is not party with the other Parties to this Agreement to any restructuring or similar agreements or arrangements regarding the indebtedness of any of the Company Parties that have not been disclosed to all Parties to this Agreement.

**Section 14. Termination Events.**

14.01. Required Consenting Term Lender Termination Events. This Agreement may be terminated by the Required Consenting Term Lenders, by the delivery to the other Parties or counsel to the other Parties of a written notice in accordance with Section 17.11 hereof upon the occurrence of any of the following events (a “**Termination Notice**”):

(a) except as otherwise provided under this Section 14.01, any Company Party or Consenting Stockholder Party (i) breaches in any material respect any of the representations, warranties, or covenants of such Company Party or Consenting Stockholder Party, as applicable and such breach has not been cured (to the extent curable) before the earlier of (A) three (3) days after Required Consenting Term Lenders transmit a written notice in accordance with Section 17.11 hereof detailing any such breach and (B) one (1) calendar day prior to any proposed Plan Effective Date, as applicable; (ii) takes any action (or refrains from taking any action) materially inconsistent with this Agreement; or (iii) amends or modifies (or consents to any amendment or modification of any of) the Definitive Documents other than, in each case, in a non-material or ministerial respect, unless such amendment or modification is otherwise consented to in accordance with Section 3 hereof;

(b) the issuance by any Governmental Body, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for five (5) days after Required Consenting Term Lenders transmit a written notice in accordance with Section 17.11 hereof detailing any such issuance; *provided* that this termination right may not be exercised if any Consenting Term Lender sought, requested, or affirmatively consented to such ruling or order in contravention of any obligation set out in this Agreement; *provided, further*, that, at the Company Parties’ sole cost and expense, the Required Consenting Term Lenders will work in good faith to assist the Company Parties in seeking to overturn or vacate such ruling or order;

(c) the Company’s execution, delivery, amendment, modification, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document that, in any such case, is not consistent in all material respects with this Agreement or otherwise reasonably acceptable, as the case may be as set forth in Section 3.02, to the Required Consenting Term Lenders;

(d) any Company Party’s (i) withdrawal of the Plan (if applicable), (ii) public announcement of its intention not to support the Transactions, or (iii) filing, public announcement, or execution of a definitive written agreement with respect to an Alternative Transaction Proposal;

(e) the board of directors, board of managers, or such similar governing body of any Company Party determines, in good faith, after consulting with outside counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law, (ii) in the exercise of its fiduciary duties, to pursue an Alternative Transaction Proposal (including as contemplated by Section 8.01), or (iii) provides notice to counsel to the Ad Hoc Group that it is exercising its right pursuant to Section 8.01;

(f) other than by a Consenting Term Lender, the commencement of an involuntary case against any Company Party or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief in respect of any Company Party, or

any Company Party's debts, or of a substantial part of any Company Party's assets, under any federal, state, or foreign bankruptcy, insolvency, administrative receivership or similar Law now or hereafter in effect (provided that such involuntary proceeding is not dismissed within a period of forty-five (45) days after the filing thereof) or if any court grants the relief sought in such involuntary proceeding;

(g) any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect except as contemplated by this Agreement or with the prior written consent of the Required Consenting Term Lenders, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described above, or (iii) makes a general assignment or arrangement for the benefit of creditors except as contemplated by this Agreement;

(h) any Definitive Document: (i) (A) contains terms, conditions, representations, warranties or covenants that are not materially consistent with the terms of this Agreement or the Term Sheets (it being understood that nothing in this Agreement shall be construed to require or allow the execution of any Definitive Document containing terms, conditions, representations, warranties, or covenants that are not consistent with the terms of this Agreement and the Term Sheets, including the consent rights set forth in Section 3.02), (B) is amended or modified in a manner that is inconsistent with or not permitted by this Agreement or the Term Sheets without the consent of each applicable Party in accordance with its approval rights under this Agreement, or (C) is withdrawn, in each case under the foregoing subclauses (A)-(C), without the consent of each applicable Party in accordance with its approval rights under this Agreement; (ii) if such Definitive Document has been or is executed prior to the Plan Effective Date, such Definitive Document is terminated in accordance with its terms; or (iii) if such Definitive Document is an order, such order is materially stayed, reversed, vacated, or adversely modified, without the prior written consent of each applicable Party in accordance with its approval rights under this Agreement, unless the Company Parties have sought a stay of such order within five (5) Business Days after the date of such issuance, and such order is stayed, reversed or vacated within twenty-one (21) Business Days after the date of such issuance;

(i) the entry of an order by the Bankruptcy Court, or the support or filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Term Lenders), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(j) termination of the DIP Facilities or acceleration of the obligations under the DIP Facilities;

(k) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the terminating Consenting Term Lender in violation of its obligations under this Agreement;

(l) any Company Party files any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with this Agreement and such motion has not been withdrawn within two (2) Business Days of receipt by the Company Parties of written notice from any Required Consenting Term Lenders that such motion or pleading is inconsistent with this Agreement;

(m) any Company Party loses the exclusive right to file a chapter 11 plan or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(n) the Bankruptcy Court enters an order invalidating, disallowing, subordinating, recharacterizing or limiting, as applicable, any of the DIP Term Loans or the Term Loans, or any of the encumbrances that secure (or purport to secure) the DIP Term Loans or the Term Loans;

(o) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any asset of the Company Parties having an aggregate fair market value in excess of \$500,000 without the prior written consent of the Required Consenting Term Lenders; *provided, however*, that any modification of the automatic stay expressly provided by the DIP/Cash Collateral Orders or any orders entered in connection with any First Day Pleadings, shall not constitute a Termination Event;

(p) the happening or existence of any event that shall have made any of the conditions precedent to the consummation of the Transactions as set forth in this Agreement (if any), the Plan, or the section of the Transaction Term Sheet entitled “Conditions Precedent to the Plan Effective Date”, if applicable, incapable of being satisfied prior to the Outside Date, except where such condition precedent has been waived by the applicable Parties; *provided* that the right to terminate this Agreement under this Section 14.01(p) shall not be available to any Consenting Term Lenders if the happening or existence of such event is directly caused by, or results from, the breach by such Consenting Term Lenders of their covenants, agreements, or other obligations under this Agreement;

(q) the Plan Effective Date has not occurred by the Outside Date (as such date may have been extended in accordance with the provisions of this Agreement);

(r) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) days after entry of such order; *provided*, that no Consenting Term Lender shall have the right to terminate this Agreement pursuant to this Section 14.01(r) if the Bankruptcy Court denies confirmation of the Plan subject only to the making of ministerial, administrative, or immaterial modifications to the Plan;

(s) the Bankruptcy Court grants relief pursuant to a Final Order that is inconsistent with this Agreement or the Transaction Term Sheet in any material respect;

(t) any Debtor consummates debtor-in-possession financing, cash collateral usage, exit financing and/or other financing arrangement that is in an amount, on terms and conditions, or otherwise in form and substance, that is/are not acceptable to the Required Consenting Term Lenders;

(u) prior to the closing of the DIP Term Loan Credit Agreement, the occurrence of a material Event of Default under the Term Loan Credit Agreement, other than a Specified Default, that has not been cured within any applicable grace periods or waived pursuant to the terms of the Term Loan Credit Agreement;

(v) any Company Party terminates this Agreement pursuant to Section 14.02;

(w) the Bankruptcy Court enters an order denying confirmation of the Plan or, without the consent of the Required Consenting Term Lenders, disallowing any material provision thereof and such order remains in effect for thirty (30) Business Days after entry of such order;

(x) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(y) the failure to fund the DIP ABL Facility or to convert the DIP ABL Facility into Exit ABL Loans.

14.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 17.11 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any of any of the representations, warranties, covenants or other obligations or agreements of the Consenting Stakeholders in any material respects such that the non-breaching Consenting Stakeholders own or control less than 66 and 2/3% in aggregate principal amount of all outstanding prepetition Term Loan Claims, that remains uncured (to the extent curable) for a period of five (5) Business Days after the terminating Company Party transmits a written notice to the Consenting Stakeholders in accordance with Section 17.11 of this Agreement detailing any such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, in good faith, after consulting with outside counsel, and complying with Section 8, and notifies counsel to the Consenting Stakeholders that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law;

(c) the issuance by any Governmental Body, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for forty-five (45) Business Days after the terminating Company Party transmits a written notice in accordance with Section 17.11 of this Agreement detailing any such issuance;

(d) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(e) the failure of any of the DIP Backstop Parties to fund the New Money DIP Term Loans in accordance with this Agreement and the other Definitive Documents.

14.03. Consenting Stockholder Party Termination Events. This Agreement may be terminated solely with respect to the Consenting Stockholder Parties only by the Required Consenting Stockholder Parties (in such capacity, a "Stockholder Terminating Party"), upon written notice to the other Parties in accordance with Section 17.11 hereof upon the occurrence of any of the following events:

(a) any Company Party or Consenting Term Lender (i) breaches in any material respect any of the representations, warranties, or covenants of such Party, and such breach has not been cured (to the extent curable) before the earlier of (A) eight (8) days after such terminating Consenting Stockholder Party transmits a written notice in accordance with Section 17.11 hereof detailing any such breach and (B) one (1) calendar day prior to any proposed Plan Effective Date, as applicable; (ii) takes any action (or refrains from taking any action) inconsistent with this Agreement and that is materially adverse to the Consenting Stockholder Party Matters and the Consenting Stockholder Parties seeking termination pursuant to this provision; or (iii) amends or modifies (or consents to any amendment or modification of any of) the Definitive Documents other than, in each case, in a *de minimis* or ministerial respect, unless such amendment or modification is otherwise consented to in accordance with Section 3.02 hereof;

(b) the issuance by any Governmental Body, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after any



Consenting Stockholder Party transmits a written notice in accordance with Section 17.11 hereof detailing any such issuance; *provided* that this termination right may not apply to or be exercised by any Consenting Stockholder Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(c) any Company Party's (i) withdrawal of the Plan (if applicable), (ii) public announcement of its intention not to support the Transactions, (iii) filing, public announcement, or execution of a definitive written agreement with respect to an Alternative Transaction Proposal, or (iv) public announcement of its intent to pursue, an Alternative Transaction Proposal;

(d) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with outside counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law, or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Transaction Proposal (including as contemplated by Section 8.01); *provided* that this termination right may not be exercised by a Consenting Stockholder Party unless the events described herein remain uncured after fifteen (15) Business Days following the delivery of a Termination Notice by such Consenting Stockholder Party;

(e) other than by the Stockholder Terminating Party, the commencement of an involuntary case against any Company Party or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief in respect of any Company Party, or any Company Party's debts, or of a substantial part of any Company Party's assets, under any federal, state, or foreign bankruptcy, insolvency, administrative receivership or similar Law now or hereafter in effect (provided that such involuntary proceeding is not dismissed within a period of forty-five (45) days after the filing thereof) or if any court grants the relief sought in such involuntary proceeding;

(f) any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership, or similar Law now or hereafter in effect except as contemplated by this Agreement and with the prior written consent of the Stockholder Terminating Party, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described above, or (iii) makes a general assignment or arrangement for the benefit of creditors;

(g) any Definitive Document, after execution or approval of any Governmental Body, as applicable: (i) (A) contains terms, conditions, representations, warranties or covenants that are not materially consistent with the terms of this Agreement or the Transaction Term Sheet (it being understood that nothing in this Agreement shall be construed to require or allow for the execution of any Definitive Document containing terms, conditions, representations, warranties, or covenants that are not materially consistent with the terms of this Agreement or the Transaction Term Sheet), (B) is amended or modified in a manner that is materially inconsistent with or not permitted by this Agreement or the Transaction Term Sheet without the consent of each applicable Party in accordance with its approval rights under this Agreement, or (C) is withdrawn, in each case, without the consent of each applicable Party in accordance with its approval rights under this Agreement; (ii) if such Definitive Document has been or is executed prior to the Plan Effective Date, such Definitive Document is terminated in accordance with its terms; or (iii) if such Definitive Document is an order, such order is materially stayed, reversed, vacated, or adversely modified, without the prior written consent of each applicable Party in accordance with its approval rights under this Agreement, unless the Company Parties have sought a stay of such order within fifteen (15) Business Days after the date of such issuance, and such order is stayed, reversed or vacated within forty-five (45) Business Days after the date of such issuance;

(h) the entry of an order by the Bankruptcy Court, or the support or filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Consenting Stockholder Parties), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(i) the happening or existence of any event that shall have made impossible any of the conditions precedent to the consummation of the Transactions as set forth in this Agreement (if any) or the Plan; *provided*, that the right to terminate this Agreement under this Section 14.03(i) shall not be available to any Consenting Stockholder Parties if the happening or existence of such event is directly caused by, or results from, the breach by such Consenting Stockholder Parties of their covenants, agreements, or other obligations under this Agreement;

(j) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(k) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) Business Days after entry of such order; provided, that no Consenting Term Lender shall have the right to terminate this Agreement pursuant to this Section 14.03(k) if the Bankruptcy Court denies confirmation of the Plan subject only to the making of ministerial, administrative, or immaterial modifications to the Plan; the Bankruptcy Court grants relief that is inconsistent with this Agreement or the Transaction Term Sheet in any material respect; or any Company Party terminates this Agreement pursuant to Section 14.02.

14.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Term Lenders; (b) each Company Party; and (c) the Required Consenting Stockholder Parties.

14.05. Automatic Termination. This Agreement shall terminate automatically as to all Parties without any further required action or notice immediately after the occurrence of the earlier of (x) the Outside Date or (y) Plan Effective Date, as applicable, other than with respect to (i) the Company Parties' obligations (or the obligations of their successors in interest) to pay the Transaction Party Fees and Expenses incurred through and after the Plan Effective Date, which obligation will survive automatic termination, (ii) any indemnification obligations assumed pursuant to the Transaction Term Sheet or Definitive Documents, and (iii) the provisions of this Agreement set forth in Section 17.21.

14.06. Effect of Termination. Upon the occurrence of a Termination Date, and other than as set forth in Section 14.05 upon an automatic termination of this Agreement, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; *provided, however*, that in no event shall any such termination relieve any Party from (i) liability for its willful or intentional breach or non-performance of its obligations under this Agreement prior to the Termination Date or (ii) obligations under this Agreement which by their terms expressly survive termination of this Agreement. Upon the occurrence of a Termination Date prior to the Plan Effective Date, cause exists pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure and, subject to the requirements of such rule, any and all consents, directions, votes, or ballots provided or tendered by the Parties subject to such termination with respect to the Transactions, in each case before the Termination

Date, shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transactions, this Agreement, or otherwise (without the need to seek an order of a court of competent jurisdiction or consent from the Company Parties or any other applicable Party allowing such change). If this Agreement is terminated in accordance with this Section 14, each Consenting Stakeholder shall have an opportunity to change or withdraw (or cause to change or withdraw) its vote to accept the Plan or its consent (regardless of whether any deadline for votes or consents, or for withdrawal thereof, set forth in the Disclosure Statement has passed) and no Company Party shall oppose any attempt by such Consenting Stakeholder to change or withdraw (or cause to change or withdraw) such vote or consent at such time. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder or the ability of any Consenting Stakeholder to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or other Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 14.06 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement or directly or intentionally caused or otherwise supported any action resulting in material breach of this Agreement. Nothing in this Section 14.06 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 14.02(b). For the avoidance of doubt, nothing in this Section 14.06 shall alter the Company Parties' obligations (or the obligations of their successors in interest) to pay the Transaction Party Fees and Expenses incurred through the Termination Date pursuant to Section 17.05.

#### **Section 15. *Amendments and Waivers.***

15.01. This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 15.

15.02. Except as otherwise expressly provided, this Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived (collectively, each a "**Modification/Waiver**"), in a writing signed by: (i) each Company Party, (ii) the Required Consenting Term Lenders, (iii) if the Modification/Waiver involves a Consenting Stockholder Party Matter, the Required Consenting Stockholder Parties, (iv) in the case of any Modification/Waiver to Section 10 or Section 13 that expands the representations made by a Consenting Stakeholder thereunder, each such affected Consenting Stakeholder, and (v) in the case of a Joinder, the Joinder will be effective upon execution by the Joinder Party, and in the case of any Modification/Waiver thereof, the Company Parties and the respective Joinder Party with the consent of the Required Consenting Term Lenders, *provided*, however, that (y) if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on (i) the treatment of Company Claims/Interests held by a Consenting Stakeholder relative to the Company Claims/Interests of such type held by the other Consenting Stakeholders, or (ii) the rights or obligations of a Consenting Stakeholder under this Agreement or the other Definitive Documents relative to such rights or obligations of the other Consenting Stakeholders, then, in each case, the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver, or supplement, and (z) any modification, amendment, or supplement to Section 14.05 or Section 15 or any modification or amendment to the definitions of "Company Parties," "Required Consenting Stakeholders," "Required Consenting Stockholder Parties," and any other defined term whose definition affects the Entities covered by "Company Parties" or "Required Consenting Stakeholders," shall require the written consent of all Parties.

15.03. In determining whether any consent or approval has been given by the Required Consenting Stakeholders, any Company Claims/Interests held by any then-existing Consenting Stakeholder that is in material breach of its covenants, obligations, or representations under this Agreement shall be excluded from such determination, and the Company Claims/Interests, as applicable, held by such Consenting Stakeholder shall be treated as if they were not outstanding.

15.04. Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 15 shall be ineffective and void *ab initio*.

15.05. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

#### **Section 16. *Termination of Existing Stockholders Agreement.***

16.01. Effective as of the Plan Effective Date, the Existing Stockholders Agreement shall be deemed to be terminated, canceled, released, and extinguished in accordance with section 5.9 thereof; *provided* that the foregoing shall not apply to any indemnification obligations assumed pursuant to the Transaction Term Sheet or Definitive Documents.

#### **Section 17. *Miscellaneous.***

##### **17.01. Acknowledgement.**

(a) Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for acceptances of a chapter 11 plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such solicitation will be made only in compliance with all applicable provisions of the Bankruptcy Code, and/or other applicable Law.

(b) Notwithstanding any other provision in this Agreement, this Agreement is not and shall not be deemed to be an offer with respect to any securities. Any such offer will be made only in compliance with all applicable securities Laws, and/or other applicable Law.

17.02. Exhibits Incorporated by Reference. Each of the term sheets, exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules.

17.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters specified in this Agreement, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Transactions and intent of this Agreement.

17.04. Complete Agreement. Except as otherwise explicitly provided in this Agreement, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect to the subject matter of this Agreement, other than any Confidentiality Agreement.

17.05. Fees and Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated, the Company Parties hereby agree, on a joint and several basis, to pay in cash the Transaction Party Fees and Expenses as follows: (i) all Transaction Party Fees and Expenses to be paid on (and including) the TSA Effective Date for which summary invoices (which may be drafted to ensure the maintenance of all applicable legal privileges and which shall include estimated fees and expenses incurred after the TSA Effective Date and before the Petition Date) have been received by the Company Parties no later than three (3) days before the anticipated TSA Effective Date shall be paid in full in cash on the TSA Effective Date; (ii) after the Petition Date (to the extent permitted by order of the Bankruptcy Court) all accrued and unpaid Transaction Party Fees and Expenses shall be paid in full in cash by the Company Parties on a regular and continuing basis promptly (but in any event within ten (10) days) following receipt of summary invoices (which may be drafted to ensure the maintenance of all applicable legal privileges) and shall otherwise be paid in accordance with subsection (iv); (iii) upon termination of this Agreement (other than a termination of this Agreement pursuant to Section 14.05 on account of the occurrence of the Plan Effective Date, which is addressed in clause (v) of this Section 17.050), all accrued and unpaid Transaction Party Fees and Expenses incurred up to (and including) the Termination Date shall be paid in full in cash promptly (but in any event within ten (10) days) following receipt of summary invoices (which may be drafted to ensure the maintenance of all applicable legal privileges); and (iv) all Transaction Party Fees and Expenses to be paid on the Plan Effective Date shall be estimated before and as of the Plan Effective Date and such estimates shall be delivered to the Debtors at least two (2) days before the anticipated Plan Effective Date; *provided, however*, that (A) such estimates shall not be considered an admission or limitation with respect to such Transaction Party Fees and Expenses, (B) on the Plan Effective Date, or as soon as practicable thereafter, final invoices for all Transaction Party Fees and Expenses incurred before and as of the Plan Effective Date shall be submitted to the Company Parties, and (C) the Company Parties shall continue to pay, when due and payable in the ordinary course, pre- Plan Effective Date Transaction Party Fees and Expenses related to the Transactions, incurred before the Plan Effective Date, in accordance with any engagement and/or fee letters with the Company Parties. To the extent applicable, the Plan and any DIP/Cash Collateral Order shall contain appropriate provisions to give effect to the obligations under this Section 17.05.

(b) The Company Parties hereby acknowledge and agree that the Consenting Stakeholders have expended, and will continue to expend, considerable time, effort, and expense in connection with this Agreement and the negotiation of the Transactions, and that this Agreement provides substantial value to, is beneficial to, and is necessary to preserve, the Company Parties, and that the Consenting Stakeholders have made a substantial contribution to the Company Parties and the Transactions. To the extent applicable, subject to the approval of the Bankruptcy Court, the Company Parties shall reimburse or pay (as the case may be) all reasonable and documented Transaction Party Fees and Expenses pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. The Company Parties hereby acknowledge and agree that the Transaction Party Fees and Expenses are of the type that should be entitled to treatment as, and the Company Parties shall seek treatment of such Transaction Party Fees and Expenses as, administrative expense claims pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Section 17.05 shall require the Debtors to assume this Agreement during the Chapter 11 Cases.

17.06. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH (A) THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF; AND (B) IF THE

CHAPTER 11 CASES ARE FILED, THE BANKRUPTCY CODE. Any suit, action, or proceeding brought in connection with this Agreement, whether in contract, tort or otherwise, shall be brought in the federal or state courts located in the City of New York, borough of Manhattan, New York, and the Parties hereby irrevocably consent to the exclusive jurisdiction of such courts, agree not to commence any suit, action, or proceeding relating thereto except in such courts, and waive, to the fullest extent permitted by Law, the right to move to dismiss or transfer any suit, action or proceedings brought in such court on the basis of any objections as to venue or inconvenient forum or on the basis of any objection to personal jurisdiction. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court, waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

17.07. TRIAL BY JURY WAIVER. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

17.08. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by us, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

17.09. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation of this Agreement, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

17.10. Successors and Assigns; Third Parties. This Agreement is intended to (and does) bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement. The rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Entity except as expressly permitted in this Agreement.

17.11. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

The Container Store Group, Inc.  
500 Freeport Parkway  
Coppell, Texas 75019  
Attn: Jeff Miller; Tasha Grinnell  
Email: jamiller@containerstore.com; tlgrinnell@containerstore.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, California 90071-1560  
Attn: George Davis; Ted Dillman; Hugh Murtagh; TJ Li  
Email: george.davis@lw.com; ted.dillman@lw.com;  
hugh.murtagh@lw.com; tj.li@lw.com

(b) if to a Consenting Term Lender, to the addresses set forth below each Consenting Term Lender's signature to this Agreement or on the signature page to a Joinder in the case of any Consenting Term Lender that becomes a party hereto after the TSA Effective Date, as the case may be, with a copy (which shall not constitute notice) to:

Paul Hastings LLP  
200 Park Avenue  
New York, New York 10166-0193  
Attn: Jayme T. Goldstein; Isaac Sasson; William Reily; Leonie Koch  
Email: jaymegoldstein@paulhastings.com; isaacsasson@paulhastings.com;  
williamreily@paulhastings.com; leoniekoch@paulhastings.com

(c) Any notice given by delivery, mail, or courier shall be effective when received, and any notice delivered or given by electronic mail shall be effective when sent (so long as a message delivery failure or transmission error notification is not received by the sender).

17.12. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

17.13. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

17.14. Waiver. If the Transactions are not consummated, or if this Agreement is terminated for any reason, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, Claims, and defenses and the Parties fully reserve any and all of their rights, remedies, claims,

and defenses. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

17.15. Specific Performance. It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement (including Section 15 of this Agreement) by any Party, and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of any court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

17.16. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

17.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

17.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect of this Agreement at Law or in equity shall be cumulative and not alternative. The exercise of any right, power, or remedy by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. No failure of any Party to exercise, and no delay in exercising, any such right, power, or remedy shall operate as a waiver of any such right, power, or remedy.

17.19. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this Agreement on account of all Company Claims/Interests that it holds or beneficially owns (directly or through discretionary accounts that it manages, advises, or subsidiary-advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

17.20. Relationship Among Parties.

(a) It is understood and agreed that no Consenting Stakeholder owes a fiduciary duty or duty of trust or confidence of any kind or form to any other Party. In this regard, it is understood and agreed that any Consenting Stakeholder may trade in Company Claims/Interests without the consent of the Company or any other Consenting Stakeholder, subject to the applicable securities laws and the terms of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. No Consenting Stakeholder shall, as a result of its entering into and performing its obligations under this Agreement, be deemed to be a part of a “group” (as that term is used in Rule 13d of the Exchange Act) with any other Party. For the avoidance of doubt, no action taken by a Consenting Stakeholder pursuant to this Agreement shall be deemed to constitute or to create a presumption by any of the Parties that the Consenting Stakeholders are in any way acting in concert or as such a “group.”

(b) Each Consenting Stakeholder acknowledges to each other Consenting Stakeholder (including to any Person acting on behalf of such Consenting Stakeholder, including any financial or other advisor of any of the foregoing) that: (i) the Transactions described herein are arm’s-length commercial



transactions among the parties hereto; (ii) it has consulted its own legal, accounting, regulatory, and tax advisors to the extent it has deemed appropriate; (iii) it has the requisite knowledge and experience in financial and business matters so that it is capable of evaluating, and understands and accepts, the terms, merits, risks, and conditions of the Transactions contemplated hereby, and has had such opportunity as it has deemed adequate to obtain such information as is necessary to permit such Consenting Stakeholder to evaluate the terms, merits, risks, and conditions of the Transactions contemplated hereby; and (iv) the Consenting Stakeholders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the other Consenting Stakeholders and their respective Affiliates, and the Consenting Stakeholders have no obligation to disclose any such interests to any other Consenting Stakeholders or their respective Affiliates. Each Consenting Stakeholder further acknowledges for the benefit of the other Consenting Stakeholders (including for the benefit of any Person acting on behalf of any other Consenting Stakeholder, including any financial, legal, or other advisor of any of the foregoing) that it has, independently and without reliance upon any statement, representation, or warranty made by any Party or Person (or any such other Party's or Person's financial, legal, or other advisors or representatives), other than those expressly contained in this Agreement, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and that it has not relied on the credit analysis and decision or due diligence investigation of any other Party or Person (or any such other Party's or Person's financial, legal, or other advisors or representatives). No securities of the Company Parties are being offered or sold hereby, and this Agreement neither constitutes an offer to sell nor a solicitation of an offer to buy any securities of the Company Parties.

17.21. Survival. Notwithstanding (a) any Transfer of any Company Claims/Interests in accordance with this Agreement or (b) the termination of this Agreement in accordance with its terms, Section 14.06, the agreements and obligations of the Parties in Section 17, and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof. For the avoidance of doubt, nothing in this Section 17.21 shall alter the Company Parties' obligations (or the obligations of their successors in interest) to pay the Transaction Party Fees and Expenses incurred through the Termination Date.

17.22. Email Consents. Where a written consent, acceptance, approval, notice, or waiver is required pursuant to or contemplated by this Agreement, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, notice, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

17.23. Publicity of Ad Hoc Group.

(a) The Company Parties shall submit drafts to the Ad Hoc Group Advisors of any press releases or other public statement or public disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) Business Days prior to making any such disclosure; *provided* that if delivery of such document at least two (2) Business Days in advance of such disclosure is impracticable under the circumstances, such document shall be delivered as soon as otherwise practicable, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith.

(b) Except as required by Law, no Party or its advisors shall (x) other than as necessary during live court proceedings, in any Definitive Document attached to a filing as contemplated by this Agreement and in filings reasonably requiring the use of the name of a Consenting Term Lender, in each case in

connection with the Chapter 11 Cases, use the name of any Consenting Term Lender in any public manner (including in any press release) with respect to this Agreement, the Transactions, or any of the Definitive Documents, or (y) disclose to any Person, other than advisors to the Company Parties, the principal amount or percentage of any Company Claims/Interests held by any Consenting Term Lender without such Consenting Term Lender's prior written consent or, to the extent a Consenting Term Lender is a Backstop Party, such Consenting Term Lender's backstop allocation (it being understood and agreed that each Consenting Term Lender's signature page to this Agreement and Exhibit 3 to the Transaction Term Sheet shall be redacted to remove the name of such Consenting Term Lender and the amount and/or percentage of Company Claims/Interests held by such Consenting Term Lender and/or its backstop allocation); *provided, however*, that (i) if such disclosure is required by Law, the disclosing Party shall afford the relevant Consenting Term Lender a reasonable opportunity to consent in advance of such disclosure and shall take all commercially reasonable measures to limit such disclosure to the extent practicable and permitted by applicable Law and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Company Claims/Interests held by the Consenting Term Lenders, collectively. Notwithstanding the provisions in this Section 17.23, any Party may disclose, to the extent expressly consented to in writing by a Consenting Term Lender such Consenting Term Lender's identity, individual holdings, and backstop allocation.

17.24. No Recourse. This Agreement may only be enforced against the named parties hereto (and then only to the extent of the specific obligations undertaken by such parties in this Agreement). All claims or Causes of Action (whether in contract, tort, equity, or any other theory) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the Persons that are expressly identified as parties hereto (and then only to the extent of the specific obligations undertaken by such parties herein). No past, present, or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, Affiliate, controlling person, agent, attorney, or other representative of any party hereto (including any person negotiating or executing this Agreement on behalf of a party hereto), nor any past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, Affiliate, controlling person, agent, attorney, or other representative of any of the foregoing (other than any of the foregoing that is a Party hereto), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity, or any other theory that seeks to "pierce the corporate veil" or impose liability of an Entity against its owners or Affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement.

17.25. Reporting of Claims. The Parties agree and acknowledge that the Consenting Stakeholders' rights are reserved with respect to the reported amount of the Company Claims/Interests in each Consenting Stakeholder's signature block (including any reporting or lack of reporting with respect to principal, accrued and unpaid interest, fees and expenses) and any disclosure made on any signature block shall be without prejudice to any subsequent assertion by or on behalf of such Consenting Stakeholder of the full amount of its Company Claims/Interests.

17.26. Computation of Time. Bankruptcy Rule 9006(a) applies in computing any period of time prescribed or allowed herein.

17.27. Tax Matters. Each Party hereby acknowledges and agrees that the terms of the Transactions shall be structured to minimize the tax impact of the Transactions on the Company Parties and the Consenting Stakeholders while preserving or otherwise maximizing favorable tax attributes (including tax basis) of the Reorganized TCSG, as a result of the consummation of the Transactions to the extent practicable, in each case as determined by the Consenting Stakeholders.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

*[Signature Pages Follow]*

**Company Party Signature Page to  
Transaction Support Agreement**

**The Container Store Group, Inc.**

Signed by:

*Jeffrey A. Miller*

By: \_\_\_\_\_

Name: Jeffrey A. Miller

Title: Chief Financial Officer

**Company Party Signature Page to  
Transaction Support Agreement**

**The Container Store, Inc.**

Signed by:

By: Jeffrey A. Miller

Name: Jeffrey A. Miller

Title: Chief Financial Officer

**Company Party Signature Page to  
Transaction Support Agreement**

**C Studio Manufacturing LLC**

Signed by:  
By: Jeffrey A Miller  
Name: Jeffrey A. Miller  
Title: Chief Financial Officer

**Company Party Signature Page to  
Transaction Support Agreement**

**C Studio Manufacturing Inc.**

Signed by:  
  
By: \_\_\_\_\_  
Name: Jeffrey A. Miller  
Title: Chief Financial Officer

**Company Party Signature Page to  
Transaction Support Agreement**

**TCS Gift Card Services, LLC**

Signed by:  
  
By: \_\_\_\_\_  
Name: Jeffrey A. Miller  
Title: Chief Financial Officer



*[Consenting Stockholder Signature Pages Omitted]*

*[Consenting Term Lender Signature Pages Omitted]*

**EXHIBIT A**

**Company Parties**

1. The Container Store Group, Inc.
2. The Container Store, Inc.
3. TCS Gift Card Services, LLC
4. C Studio Manufacturing Inc.
5. C Studio Manufacturing LLC

**EXHIBIT B**

**Transaction Term Sheet**

**THE CONTAINER STORE GROUP, INC., ET AL.**

**TRANSACTION TERM SHEET**

**December 21, 2024**

THIS TRANSACTION TERM SHEET (INCLUDING ALL EXHIBITS, ANNEXES, APPENDICES, AND/OR SCHEDULES HERETO, AS AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THE TRANSACTION SUPPORT AGREEMENT, THIS “TRANSACTION TERM SHEET”) CONTEMPLATES A PROPOSED RESTRUCTURING AND RECAPITALIZATION OF THE BUSINESSES OWNED BY TCSG AND THE OTHER COMPANY PARTIES (EACH AS DEFINED IN THE TRANSACTION SUPPORT AGREEMENT (AS DEFINED BELOW)), INCLUDING RESTRUCTURING THE COMPANY PARTIES’ OUTSTANDING INDEBTEDNESS AND EQUITY INTERESTS, TO BE IMPLEMENTED THROUGH VOLUNTARY PRE-PACKAGED CHAPTER 11 CASES IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (THE “TRANSACTIONS”). REFERENCE IS MADE TO THAT CERTAIN TRANSACTION SUPPORT AGREEMENT (AS AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE “TRANSACTION SUPPORT AGREEMENT”) BY AND AMONG THE COMPANY PARTIES AND THE OTHER PARTIES THERETO, DATED AS OF THE DATE OF THIS TRANSACTION TERM SHEET. THE TRANSACTIONS WILL BE IMPLEMENTED IN ACCORDANCE WITH THE TRANSACTION SUPPORT AGREEMENT AND THIS TRANSACTION TERM SHEET.<sup>1</sup>

THIS TRANSACTION TERM SHEET IS NOT (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AN ACCEPTANCE, OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE COMPANY PARTIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN. ANY SUCH OFFER OR SOLICITATION OF ANY EQUITY SECURITIES OF THE COMPANY PARTIES SHALL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING APPLICABLE SECURITIES LAWS.

THIS TRANSACTION TERM SHEET IS A SETTLEMENT PROPOSAL TO CERTAIN LENDERS UNDER THE COMPANY PARTIES’ TERM LOAN CREDIT AGREEMENT AND ABL CREDIT AGREEMENT IN FURTHERANCE OF SETTLEMENT DISCUSSIONS. ACCORDINGLY, THIS TRANSACTION TERM SHEET IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS TRANSACTION TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED IN THIS TRANSACTION TERM SHEET, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS (IN ACCORDANCE WITH THE DOCUMENTATION PRINCIPLES HEREIN) INCORPORATING THE TERMS AND CONDITIONS SET FORTH IN THIS TRANSACTION TERM SHEET AND THE TRANSACTION SUPPORT

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<sup>1</sup> Capitalized terms used but not otherwise defined in this Transaction Term Sheet shall have the meanings ascribed to such terms in the Transaction Support Agreement or the other term sheets or documents annexed hereto, as applicable.

AGREEMENT AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

| <b>Overview</b>                 |  |
|---------------------------------|--|
| <b>Implementation</b>           | <p>This Transaction Term Sheet and the Transaction Support Agreement contemplate the restructuring of the existing capital structure of the Company Parties, to be consummated pursuant to the Plan to be confirmed by the Bankruptcy Court in the Chapter 11 Cases, which Plan shall be consistent in all respects with the Transaction Support Agreement and this Transaction Term Sheet.<sup>2</sup></p>  |
| <b>Overview of Transactions</b> | <p>No later than 1 Business Day following the TSA Effective Date, and prior to the Petition Date, the Company Parties shall commence solicitation of the votes of all holders of the Term Loan Claims (defined below) to approve the Plan and effectuate the Transactions by delivering the Plan, Disclosure Statement and Solicitation Materials to each holder of a Term Loan Claim.</p> <p>The Chapter 11 Cases shall be funded by (i) the Company Parties' existing cash on hand with the consent of the Consenting Term Lenders to the use of their cash collateral and (ii) the proceeds of the DIP Facilities (as defined below), in each case in accordance with the terms of the DIP/Cash Collateral Orders and other DIP Facilities Documents.</p> <p>Pursuant to the Transactions:</p> <ol style="list-style-type: none"> <li>1. upon entry of the Interim DIP/Cash Collateral Order and the closing of that certain debtor-in-possession revolving credit facility on the terms and conditions set forth in the DIP &amp; Exit ABL Commitment Letter attached as <b>Exhibit 5</b> hereto (the "<u>DIP ABL Facility</u>"), the ABL Facility shall be repaid in full, in cash, from the proceeds of the DIP ABL Facility, and thereafter, on the Plan Effective Date, the commitments and outstanding obligations under the DIP ABL Facility shall be (a) exchanged for loans under that certain asset based revolving credit facility on the terms and conditions set forth in the DIP &amp; Exit ABL Commitment Letter (the "<u>Exit ABL Facility</u>") or (b) otherwise refinanced in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders;</li> <li>2. as more fully set forth in the debtor-in-possession financing term sheet attached as <b>Exhibit 1</b> hereto (together with all exhibits, annexes, and schedules thereto, the "<u>DIP Term Loan Facility Term Sheet</u>"), certain of the Consenting Term Lenders shall provide a term loan facility (the "<u>DIP Term Loan Facility</u>") and together with the DIP ABL Facility, the "<u>DIP Facilities</u>") in the amount of \$115 million comprised of \$40 million in new money First-Out DIP Term Loans (as defined in the DIP Term Loan Facility Term Sheet) and \$75 million of rolled up Term Loans as Second-</li> </ol> |

<sup>2</sup> The "Debtors" in the Chapter 11 Cases are: The Container Store Group, Inc.; The Container Store, Inc.; C Studio Manufacturing Inc.; C Studio Manufacturing LLC; and TCS Gift Card Services, LLC.

|                           |  |
|---------------------------|--|
|                           | <p>Out DIP Term Loans (as defined in the DIP Term Loan Facility Term Sheet);</p> <ol style="list-style-type: none"> <li>3. on the Plan Effective Date, the DIP Term Lenders shall exchange all DIP Term Loans under the DIP Term Loan Facility (<i>i.e.</i>, \$110 million of DIP Term Loans), plus accrued interest, premiums and fees, for Exit Term Loans, on the terms and subject to the conditions set forth in the Exit Term Loan Term Sheet annexed hereto as <b>Exhibit 2</b> (together with all exhibits, annexes, and schedules thereto, the “<u>Exit Term Loan Term Sheet</u>”);</li> <li>4. In lieu of payment in full, in cash, on account of their DIP Term Loan Claims, Reorganized TCSG shall, issue to the holders of the DIP Term Loan Claims or their designees: (1) 100% of the Exit Term Loans on a <i>pro rata basis</i> and (2) 64% of the New Equity Interests, subject to dilution on account of the MIP (as defined below), on a <i>pro rata basis</i> according to their ratable share of First-Out DIP Term Loan Facility (the “Equity Premium”); and</li> <li>5. Reorganized TCSG shall issue 100% of the New Equity Interests, subject to dilution on account of the Equity Premium and MIP, to the holders of Term Loan Claims on a <i>pro rata basis</i>.</li> </ol> <p>On or as promptly as reasonably practicable following the Plan Effective Date and the consummation of the Transactions, TCSG shall have completed or substantially completed the termination of registration from all securities under sections 13 and 15(d) of the Exchange Act and will continue as a private company.</p>  |
| <p><b>DIP Matters</b></p> | <p>As more fully set forth in the DIP Term Loan Facility Term Sheet, certain of the Consenting Term Lenders will provide the DIP Term Loan Facility to the Company Parties, consisting of \$115 million of DIP Term Loans, of which (i) \$20 million of new money First-Out DIP Term Loans shall be available upon entry of the Interim DIP/Cash Collateral Order, (ii) \$20 million of new money First-Out DIP Term Loans shall be available upon entry of the Final DIP/Cash Collateral Order and (iii) and \$75 million of Term Loans shall, upon entry of the interim and final DIP/Cash Collateral Orders, be rolled up on a \$1.875 of Term Loans for every \$1.00 of First-Out DIP Term Loans (as defined in the DIP Term Loan Facility Term Sheet) funded.</p> <p>Pursuant to syndication procedures acceptable to the Required Consenting Term Lenders (the “<u>Syndication Procedures</u>”), all holders of Term Loan Claims (and/or one or more Related Funds of such holders) who become Parties to the Transaction Support Agreement (in accordance with its terms) prior to the closing of the DIP Term Loan Facility syndication process will be eligible to subscribe for their <i>pro rata</i> share of the commitments to fund First-Out DIP Term Loans and roll up Second-Out DIP Term Loans under the DIP Term Loan Facility (in accordance with the terms of the DIP Facilities Documents) based on their respective <i>pro rata</i> holdings of their Term Loan Claims by committing to purchase from Jefferies LLC (the “<u>Fronting Bank</u>”) their <i>pro rata</i> portion of the First-Out DIP Term Loans. The right to participate in the DIP Term Loan Facility is hereinafter referred to as the “<u>DIP Term Loan Funding Right</u>”.</p> |

The funding of the First-Out DIP Term Loans under the DIP Term Loan Facility shall be backstopped, severally and not jointly, by certain members of the Ad Hoc Group and/or their respective Related Funds<sup>3</sup> (each, a “DIP Backstop Party” and collectively, the “DIP Backstop Parties”). The DIP Backstop Parties shall subscribe for their respective *pro rata* shares of the DIP Backstop (as defined below) based on their respective *pro rata* holdings of Term Loans Claims held by all DIP Backstop Parties as of December 18, 2024.

To the extent that a holder of Term Loan Claims (a) does not execute the Transaction Support Agreement (in which case, such holder shall have no right to subscribe for any portion of the DIP Term Loan Facility) or (b) executes the Transaction Support Agreement but does not subscribe for its *pro rata* portion of the DIP Term Loan Facility in accordance with the Syndication Procedures, then (in either case) each DIP Backstop Party shall, severally and not jointly, increase its *pro rata* share, based on the DIP Allocation Schedule (annexed hereto as **Exhibit 3**), of the DIP Term Loan Facility for any portion of the DIP Term Loan Facility that is not subscribed for by the holder of such Term Loan Claims (the “DIP Backstop”).

In consideration for providing the DIP Backstop, the Debtors shall pay to the DIP Backstop Parties a non-refundable put option premium in respect of the DIP Backstop (the “Put Option Premium”) equal to 5.00% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, which shall be fully earned upon entry of the Interim DIP/Cash Collateral Order and due and payable in kind at the initial funding of First-Out DIP Term Loans and to be included in the principal amount of the First-Out DIP Term Loans allocated to each DIP Backstop Party pursuant to the Syndication Procedures.

The Put Option Premium, Commitment Premium (as defined in the DIP Term Loan Facility Term Sheet) and Equity Premium shall be paid free and clear of, and without deduction or withholding for, any taxes. Each of the Company Parties, each DIP Backstop Party and each DIP Term Lender agrees to treat (and to cause its Affiliates to treat), for U.S. federal (and, to the extent permitted by applicable law, state and local) income tax purposes, each of the Put Option Premium and Commitment Premium as a premium for a put option, and the Equity Premium, as additional consideration for a DIP Term Lender’s Term Loan Claims against the Company Parties and as initially a return of principal on such Term Loan Claims, and none of the premiums as a payment for services, and the Company Parties and each DIP Backstop Party and each DIP Term Lender shall not take (and shall cause their respective Affiliates not to take) any position or action inconsistent with such treatment and/or characterization, except to the extent otherwise required by a “determination” within the meaning of Section 1313(a) of the Code (or any comparable provision of state or local Law).

<sup>3</sup> “Related Fund” means, with respect to any Person, any fund, account or investment vehicle that is controlled, advised or managed by (a) such Person, (b) an Affiliate of such Person, or (c) the same investment manager, advisor or subadvisor that controls, advises or manages such Person or an Affiliate of such investment manager, advisor or subadvisor.



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|--|---|
| <b>Definitive Documents</b>                      | All Definitive Documents shall be subject to the rights and obligations set forth in Section 3 of the Transaction Support Agreement, including the consent rights of the Company Parties, Required Consenting Term Lenders and Required Consenting Stockholder Parties under Section 3.02 thereof. Failure to reference such rights and obligations as it relates to any document referenced in this Transaction Term Sheet shall not impair such rights and obligations.   |
| <b>Treatment of Claims and Interests</b>         |   |
| <b>General Administrative Claims<sup>4</sup></b> | Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a holder of an allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree(s) to less favorable treatment with respect to such allowed General Administrative Claim, each holder of an allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in cash equal to the unpaid amount of such allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is allowed on or before the Plan Effective Date, on the Plan Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is allowed after the Plan Effective Date, on the date such General Administrative Claim is allowed or as soon as reasonably practicable thereafter or, if not then due, when such allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; <i>provided</i> that allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid in full in cash in the ordinary course of business in accordance with the terms and conditions of the Transaction Support Agreement, any controlling agreements, course of dealing, course of business, or industry practice, without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim. |
| <b>Professional Fee Claims</b>                   | No later than the anticipated Plan Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account (as defined below) with cash equal to the Professional Fee Escrow Amount (as defined below). The amount of Professional Fee Claims owing to the Retained Professionals (as defined below) shall be paid in full in cash to such Retained Professionals by the Reorganized Debtors from the Professional Fee  |

<sup>4</sup> "General Administrative Claims" shall have the customary meaning assigned in the Plan but shall include the DIP Term Loan Claims (as defined in the DIP Term Loan Facility Term Sheet) and all fees, expenses and premiums earned or payable under the DIP Facilities Documents, Exit Facilities and the Plan as a condition precedent to the Plan Effective Date; *provided, however*, that if the Transaction Support Agreement remains in effect, the DIP Term Loan Claims shall be treated in accordance with the DIP Term Loan Claims section of this Transaction Term Sheet.

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|   | <p>Escrow Account as soon as reasonably practicable after such Professional Fee Claims are allowed by entry of an order of the Bankruptcy Court; <i>provided</i>, that the Debtors' and the Reorganized Debtors' obligations to pay allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.</p> <p><u>"Professional Fee Claim"</u> means a Claim by professionals retained by the Debtors or any official committee (the "<u>Retained Professionals</u>") seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Plan Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.</p> <p><u>"Professional Fee Escrow Account"</u> means a segregated interest-bearing account funded by the Debtors with cash no later than two (2) Business Days before the anticipated Plan Effective Date in an amount equal to the Professional Fee Escrow Amount.</p> <p><u>"Professional Fee Escrow Amount"</u> means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Plan Effective Date, which shall be estimated in accordance with the terms of the Plan.</p> |
| <p><b>DIP Term Loan Claims</b></p>            | <p>Except to the extent that a holder of an allowed DIP Term Loan Claim and the Debtors has agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each holder of a DIP Term Loan Claim shall receive, on the Plan Effective Date and on account of such DIP Term Loan Claim, its <i>pro rata</i> share of: (a) 64% of the New Equity Interests on account of the Equity Premium (subject to dilution on account of the MIP), and (b) the Exit Term Loans pursuant to the terms and conditions set forth in the Exit Term Loan Term Sheet.</p> <p>All holders of DIP Term Loan Claims shall be deemed to have consented to their treatment under the Plan pursuant to the terms of the Transaction Support Agreement and the DIP Facilities Documents.</p>  |
| <p><b>DIP ABL Loan Claims</b></p>             | <p>On the Plan Effective Date, the DIP ABL Loan Claims and all the commitments and outstanding obligations under the DIP ABL Facility shall be exchanged for loans under the Exit ABL Facility on the terms set forth in the Exit ABL Commitment Letter, or otherwise refinanced in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders.</p>  |
| <p><b>Priority Tax Claims<sup>5</sup></b></p> | <p>Except to the extent that a holder of an allowed Priority Tax Claim (i) and the Debtor(s) against which such allowed Priority Tax Claim is asserted agree to a</p>  |

<sup>5</sup> "Priority Tax Claims" means any Claim of a Governmental Body of the kind specified in section 507(a)(8) of the Bankruptcy Code.

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|   | less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Priority Tax Claim, each holder of such allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.  |
| <b>Other Priority Claims<sup>6</sup></b>    | Except to the extent that a holder of an allowed Other Priority Claim and the Debtor(s) against which such allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each allowed Other Priority Claim, each holder of an allowed Other Priority Claim due and payable on or before the Plan Effective Date shall receive (with the consent of the Required Consenting Term Lenders), as soon as reasonably practicable after the Plan Effective Date, on account of such Other Priority Claim: (1) cash in an amount equal to the amount of such allowed Other Priority Claim; (2) reinstatement or such other treatment rendering its allowed Other Priority Claim unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such holder. To the extent any allowed Other Priority Claim is not due and owing on or before the Plan Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim. |
| <b>United States Trustee Statutory Fees</b> | The Debtors or the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.   |
| <b>Transaction Party Fees and Expenses</b>  | The Transaction Party Fees and Expenses incurred, or estimated to be incurred, up to and including the Plan Effective Date (or, with respect to necessary post-Plan Effective Date activities, after the Plan Effective Date), shall be paid in full in cash on the Plan Effective Date as a condition to the occurrence of the Plan Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement (unless otherwise provided in the DIP/Cash Collateral Orders or any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or U.S. Trustee review or approval. All Transaction Party Fees and Expenses to be paid on the Plan Effective Date shall be estimated before and as of the Plan Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Plan Effective Date; <i>provided</i> , however, that such estimates shall not be considered an admission or limitation with respect to such Transaction Party Fees and Expenses. On the Plan Effective   |

<sup>6</sup> “Other Priority Claims” means any Claim (other than a General Administrative Claim or a Priority Tax Claim) entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

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|   | <p>Date, or as soon as practicable thereafter, final invoices for all Transaction Party Fees and Expenses incurred before and as of the Plan Effective Date shall be submitted to the Debtors.</p> <p>For the avoidance of doubt, in addition to the foregoing, the Company Parties shall have paid all Transaction Party Fees and Expenses for which an invoice has been received by the Company Parties on or before the date that is one (1) Business Day prior to the TSA Effective Date in accordance with Section 2.01(d) of the Transaction Support Agreement.</p>   |
| <b>Other Secured Claims<sup>7</sup></b> | <p>Except to the extent that a holder of an allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each allowed Other Secured Claim, each holder of an allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld), shall, on the Plan Effective Date, (i) be paid in full in cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim unimpaired.</p>   |
| <b>ABL Claims</b>                       | <p>Upon the closing of the DIP ABL Facility pursuant to the terms of the DIP ABL Facility Loan Documents, each holder of an ABL Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each ABL Claim, payment in full in cash from the proceeds of the DIP ABL Facility; <i>provided</i> that any obligations arising under the ABL Facility that by their terms survive repayment and termination of the ABL Facility shall be assumed by the Reorganized Debtors and such rights and claims shall be Unimpaired.</p>  |
| <b>Term Loan Claims</b>                 | <p>Except to the extent that a holder of a Term Loan Claim has agreed in writing to less favorable treatment, on the Plan Effective Date, each holder of a Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Term Loan Claim, its <i>pro rata</i> share of 100% of New Equity Interests, subject to dilution by the Equity Premium and MIP.</p>  |
| <b>General Unsecured Claims</b>         | <p>Subject to the Plan and except to the extent that a holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each allowed General Unsecured Claim, each holder of an allowed General Unsecured Claim against a Debtor shall receive, on the Plan Effective Date, reinstatement or such other treatment, including (with the consent of the Required Consenting Term Lenders) cash payment, rendering its allowed General Unsecured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code. On and after the Plan Effective Date, the Reorganized Debtors shall pay each holder of an allowed General Unsecured Claim in the ordinary course of business; <i>provided, however</i>, that no holder of an allowed General Unsecured Claim shall receive any</p> |

<sup>7</sup> “Other Secured Claims” means any secured claim that is not a “DIP ABL Loan Claim”, “DIP Term Loan Claim”, “ABL Claim”, or “Term Loan Claim”.

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|  | distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.   |
| <b>Subordinated Claims<sup>8</sup></b>     | Holders of Subordinated Claims shall receive no recovery or distribution on account of such Subordinated Claims. Unless otherwise provided for under the Plan (with the consent of the Required Consenting Term Lenders), on the Plan Effective Date, Subordinated Claims shall be canceled, released, discharged, and extinguished.   |
| <b>Intercompany Claims<sup>9</sup></b>     | No property shall be distributed to the holders of allowed Intercompany Claims. Unless otherwise provided for under the Plan, on the Plan Effective Date, at the option of the applicable Debtor, Intercompany Claims shall be either: (i) reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between any Debtor and a non-Debtor affiliate shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and non-Debtor affiliate (with the consent of the Required Consenting Term Lenders). |
| <b>Intercompany Interests<sup>10</sup></b> | No property shall be distributed to the holders of allowed Intercompany Interests. Unless otherwise provided for under the Plan, on the Plan Effective Date, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), Intercompany Interests shall be either: (i) reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.   |
| <b>Existing Equity Interests</b>           | On the Plan Effective Date, all Existing Equity Interests in TCSG will be discharged, canceled, released, and extinguished and will be of no further force or effect.  |
| <b>Other Material Provisions</b>           |  |
| <b>New Equity Interests</b>                | On the Plan Effective Date: <ul style="list-style-type: none"> <li>• Reorganized TCSG shall adopt the New Organizational Documents;</li> <li>• all Existing Equity Interests shall be canceled and extinguished;</li> <li>• 100% of the equity interests in Reorganized TCSG (which may be a corporation or a limited liability company, as agreed to by the Company Parties and the Required Consenting Term Lenders) (the “<u>New Equity</u>”</li> </ul>   |

<sup>8</sup> “Subordinated Claims” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of their Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of their Affiliates.

<sup>9</sup> “Intercompany Claims” means a prepetition Claim held by a Debtor or non-Debtor Affiliate against a Debtor.

<sup>10</sup> “Intercompany Interests” means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Existing Equity Interests, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Plan Effective Date.

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|   | <p><u>Interests</u>”) shall be distributed <i>pro rata</i> to the holders of Term Loan Claims, subject to dilution by the Equity Premium and MIP;</p> <ul style="list-style-type: none"> <li>• 64% of the New Equity Interests, subject to dilution by the MIP, shall be issued to the holders of DIP Term Loan Claims on a <i>pro rata</i> basis based on such holders ratable share of the First-Out DIP Term Loans, on account of the Equity Premium; and</li> <li>• all New Equity Interests shall be subject to the terms and conditions of the relevant Definitive Documents, including the New Organizational Documents.</li> </ul>   |
| <b>Governance</b>                               | <p>On the Plan Effective Date, the existing corporate governance documents will be amended, amended and restated, supplemented, modified or terminated, as necessary, and new corporate governance documents will be executed, delivered and/or filed, as applicable, to, among other things, set forth the rights and obligations of the parties in a manner consistent with this Transaction Term Sheet, the Transaction Support Agreement, and the governance term sheet annexed hereto as <b>Exhibit 4</b> ( together with all exhibits, annexes, and schedules thereto, the “<u>Governance Term Sheet</u>”).</p>  |
| <b>Management Incentive Plan</b>                | <p>After the Plan Effective Date, the New Board will implement a management incentive plan of up to 10% of the fully-diluted New Equity Interests (the “<u>MIP</u>”). All grants under the MIP shall be determined at the sole discretion of the New Board, including with respect to the participants, allocation, timing, and the form and structure of the options, warrants, and/or equity compensation to be provided thereunder.</p>   |
| <b>Releases and Exculpation</b>                 | <p>The Plan shall include, to the fullest extent permitted by law, customary exculpations in and mutual releases between and among the (i) Company Parties (and, <i>inter alia</i>, their officers, directors, equity holders, employees, estate fiduciaries, and advisors to the same) and Reorganized Debtors, and (ii) the Consenting Term Lenders, Term Loan Agent, Term Loan Agent Advisors, Ad Hoc Group Advisors, DIP Term Lenders, DIP Term Loan Agent, DIP ABL Agent, DIP ABL Lenders, DIP Backstop Parties, Fronting Bank, Exit Term Lenders, Exit Facilities Agents, all other the Consenting Stakeholders to the extent not included in the foregoing <i>inter alia</i>, their Related Parties (as defined in the Plan) officers, directors, equity holders, employees of the foregoing Persons, any other parties to the Transaction Support Agreement, and each of the foregoing’s respective related parties (collectively, the “<u>Releases</u>”).</p> |
| <b>Executory Contracts and Unexpired Leases</b> | <p>The Plan will provide that the Debtors’ executory contracts (including the Transaction Support Agreement) and unexpired leases that are not rejected as of the Plan Effective Date (if any such contracts or leases are rejected either pursuant to the Plan or a separate motion) shall be deemed assumed and amended (as necessary to implement the terms of the Transactions) pursuant to section 365 of the Bankruptcy Code.</p> <p>Any rejection damages Claims for executory contracts or unexpired leases that the Debtors elect, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), to reject shall be paid in full on the Plan Effective Date; <i>provided</i>, that such Claim is not a Subordinated Claim, in which</p>   |

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|   | case such Claim shall be treated as a Subordinated Claim pursuant to the terms of the Plan.   |
| <b>Indemnification of Pre-Transaction Equity Holders, Directors, Officers, Managers, et al.</b> | All indemnification obligations in place as of the TSA Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current and former equity holders, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Company Parties and their subsidiaries, as applicable, shall be assumed and remain in full force and effect after the Plan Effective Date, and shall survive unimpaired and unaffected, irrespective of when such obligation arose, as applicable. |
| <b>Director, Officer, Manager, and Employee Tail Coverage</b>                                   | As of the TSA Effective Date, the Company Parties shall have obtained liability insurance policies covering the directors, managers, and officers of each Company Party. On the Plan Effective Date, the Company Parties shall be deemed to have assumed all unexpired directors', managers', and officers' liability insurance policies (including any "tail policy") and the Company Parties shall obtain any insurer consents required to assume such policies.  |
| <b>Exemption Under Section 1145 of the Bankruptcy Code</b>                                      | To the extent applicable and permitted under applicable law, the Plan and the Confirmation Order shall provide that the issuance and distribution of any securities thereunder, including the New Equity Interests, will be exempt from the registration requirements under applicable securities laws in accordance with section 1145 of the Bankruptcy Code or any other applicable securities laws exemption to the fullest extent possible.   |
| <b>Employment Obligations</b>   | On the Plan Effective Date, the Company Parties shall be deemed to have assumed all employment agreements, indemnification agreements, and other similar agreements entered into with any current or former employees, management, and directors in accordance with the terms and conditions of the Transaction Support Agreement.  |
| <b>Tax Structuring / Implementation</b>   | The Company Parties and the Required Consenting Term Lenders shall cooperate in good faith to structure the Transactions in a tax-efficient manner, and the tax structuring of the Transactions shall be subject to the consent of the Company Parties and the Required Consenting Term Lenders.  |
| <b>Transaction Fees and Expenses</b>  | The Company Parties shall pay the fees and expenses as set forth herein and in the Transaction Support Agreement.   |
| <b>Conditions Precedent to the Plan Effective Date</b>  | <p>The following conditions precedent to the effectiveness of the Plan Effective Date shall be satisfied or waived by the Debtors with the consent of the Required Consenting Term Lenders, and the Plan Effective Date shall occur on the date upon which the last of such conditions is so satisfied and/or waived:</p> <ol style="list-style-type: none"> <li>1. the Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of the applicable grace period shall have occurred and remain occurring, and</li> </ol>  |

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|  | <p>the Transaction Support Agreement shall not have been validly terminated before the Plan Effective Date;</p> <ol style="list-style-type: none"><li>2. the DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that could give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Facilities shall not have been validly terminated before the Plan Effective Date;</li><li>3. any non-technical and/or immaterial amendments, modifications or supplements to the Plan shall be acceptable to the Debtors and the Required Consenting Term Lenders;</li><li>4. all of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Plan Effective Date, shall have been completed and implemented in accordance with the terms thereof;</li><li>5. the Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order and such order shall be a Final Order and shall remain in full force and effect;</li><li>6. the final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, this Transaction Term Sheet, the Exit ABL Commitment Letter, and the Plan;</li><li>7. the Bankruptcy Court shall have entered the Disclosure Statement Order and Confirmation Order (or the Combined Order), which shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties and consistent in all material respects with this Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from the Plan as confirmed by the Confirmation Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with the Plan;</li><li>8. each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents;</li><li>9. the Company Parties shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Transactions, and all applicable regulatory</li></ol> |
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|  | <p>or government-imposed waiting periods shall have expired or been terminated;</p> <ol style="list-style-type: none"> <li>10. all governmental and third-party approvals and consents that may be necessary in connection with the Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Transactions;</li> <li>11. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Transactions;</li> <li>12. the Company Parties shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court’s approval, or amounts sufficient to pay such fees and expenses after the Plan Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court’s approval of such fees and expenses;</li> <li>13. the Transaction Party Fees and Expenses shall have been paid in full in cash (subject to any order of the Bankruptcy Court);</li> <li>14. the restructuring to be implemented on the Plan Effective Date shall be consistent with the Plan, the Transaction Support Agreement, and the Exit ABL Commitment Letter;</li> <li>15. such other conditions precedent to the Plan Effective Date that are customary and otherwise requested by the Required Consenting Term Lenders, and agreed to by the Company Parties; and</li> <li>16. there shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Transactions that, in the reasonable judgment of the Company Parties and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Transactions in a materially adverse manner.</li> </ol> <p>Following the satisfaction or waiver of the foregoing, and concurrently with or immediately following effectiveness of the Plan on the Plan Effective Date:</p> <ol style="list-style-type: none"> <li>1. the Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized TCSG and distributed in accordance with the terms of the Plan;</li> <li>2. the New Equity Interests to be issued and/or delivered on the Plan Effective Date (as set forth in the Plan) shall have been validly issued by Reorganized TCSG, shall be fully paid and non-assessable, and shall be</li> </ol> |
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|  | <p>free and clear of all taxes, liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized TCSG;</p> <ol style="list-style-type: none"> <li>3. the DIP ABL Loan Claims and all the commitments and outstanding obligations under the DIP ABL Facility shall have been exchanged for loans under the Exit ABL Facility on the terms set forth in the Exit ABL Commitment Letter;</li> <li>4. all conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, shall have been satisfied or duly waived by the party whose consent is required thereunder, as applicable, and, as applicable, funded and closed and be in full force and effect;</li> <li>5. the Releases set forth in the Plan shall be in full force and effect; and</li> <li>6. the Company Parties shall have paid in full to the relevant parties all payments and fees provided for in the Transaction Support Agreement, this Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Plan Effective Date.</li> </ol> <p>Immediately following effectiveness of the Plan on the Plan Effective Date, the Company Parties shall complete the termination of registration from all securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Plan Effective Date.</p> |
| <p><b>Waiver of Conditions Precedent</b></p> | <p>Any one or more of the conditions precedent may be waived in accordance with Section 15 of the Transaction Support Agreement.</p>   |

**Exhibit 1**

DIP Term Loan Facility Term Sheet

(See Attached)

## THE CONTAINER STORE GROUP, INC., ET AL.

**DIP Term Loan Facility Term Sheet**

This term sheet (together with all exhibits, annexes, and schedules attached hereto, this “DIP Term Sheet”) sets forth certain material terms of the proposed DIP Term Loan Facility. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Transaction Support Agreement, dated as of December 21, 2024 (together with all exhibits, annexes, and schedules attached thereto, including the Term Sheets, in each case, as amended, supplemented or modified in accordance with its terms, the “Transaction Support Agreement”), to which this DIP Term Sheet is attached as an exhibit to the Transaction Term Sheet.

Except with respect to the DIP Backstop, this DIP Term Sheet does not constitute a commitment to lend or provide any financing nor does it address all terms that would be required in connection with the DIP Term Loan Facility or that will be set forth in the DIP Term Facilities Documents, which are subject to negotiation and further subject to execution of definitive documents, pleadings and proposed forms of orders, all of which shall be in form and substance acceptable to the Company Parties and the Required Consenting Term Lenders, each in their sole discretion.

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| <p><b>Overview</b></p> | <p>The DIP Term Loan Facility shall consist of (i) an aggregate principal amount of \$40 million in “new money” loans (the “<u>First-Out DIP Term Loans</u>”, and the lenders of such loans the “<u>First-Out DIP Term Lenders</u>”) and other financial accommodations and (ii) up to \$75 million in “rolled up” Term Loans (the “<u>Second-Out DIP Term Loans</u>”, and the lenders of such loans the “<u>Second-Out DIP Term Lenders</u>”, and together with the First-Out DIP Term Loans, the “<u>DIP Term Loans</u>”, and the lenders of such loans, the “<u>DIP Term Lenders</u>”), in each case to The Container Store, Inc., as borrower (the “<u>Borrower</u>”).</p> <p>\$20 million of First-Out DIP Term Loans will be drawn upon the entry of the Interim DIP/Cash Collateral Order (as defined below), and \$20 million of First-Out DIP Term Loans will be drawn upon the entry of the Final DIP/Cash Collateral Order. The Second-Out DIP Term Loans will be deemed borrowed as a “roll up” of Term Loan Claims in connection with each borrowing of First-Out DIP Term Loans, and shall be deemed borrowed in an amount equal to \$1.875 of Second-Out DIP Term Loans for every \$1.00 of First-Out DIP Term Loans funded, up to a maximum amount of \$75 million; <u>provided, however</u>, that if any DIP Term Lender’s <i>pro rata</i> share of the Second-Out DIP Term Loans exceeds the total amount of Term Loan Claims held by such DIP Term Lender as of any funding date, such DIP Term Lender’s share of Second-Out DIP Term Loans shall be reduced in an amount, and to such an extent, to ensure that the maximum amount of Second-Out DIP Term</p> |
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*Execution Version*

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|                            | <p>Loans of such DIP Term Lender shall be no greater than such DIP Term Lenders' Term Loan Claims, and the total amount of Second-Out DIP Term Loans shall be reduced accordingly.</p> <p>The Company Parties shall seek, and the Consenting Term Lenders shall support, entry of the DIP/Cash Collateral Orders, which shall be consistent in all material respects with the Transaction Term Sheet and otherwise acceptable to the Company Parties and the Required Consenting Term Lenders.</p>  |
| <b>DIP Borrower</b>        | The Container Store, Inc., a Texas corporation (" <u>DIP Borrower</u> ").   |
| <b>DIP Guarantors</b>      | The Container Store Group, Inc., a Delaware corporation (" <u>DIP Holdings</u> ") and each of the other Debtors (as defined in the Transaction Support Agreement) other than the DIP Borrower (the DIP Borrower, DIP Holdings and the other guarantors, collectively, the " <u>Loan Parties</u> ").   |
| <b>DIP Term Loan Agent</b> | A financial institution to be selected by the Required Consenting Term Lenders, and reasonably acceptable to the DIP Borrower.  |
| <b>Prepayments</b>         | Permitted, in whole or in part, subject to limitations as to minimum amounts, without premium or penalty. Proceeds from any prepayment shall first be applied toward repayment of the First-Out DIP Term Loans on a <i>pro rata</i> basis and then to the repayment of the Second-Out DIP Term Loans on a <i>pro rata</i> basis.  |
| <b>Security Interest</b>   | <u>Security</u> : Each of the DIP/Cash Collateral Orders shall provide that all claims arising under or related to the DIP Term Loan Facility (the " <u>DIP Term Loan Claims</u> "), subject to the Carve Out (as defined below), shall be superpriority administrative claims (on a <i>pari passu</i> basis with superpriority administrative claims granted to the DIP ABL Lenders) and shall be secured by valid, binding, continuing, enforceable, non-avoidable, fully and automatically perfected liens on substantially all of the property and assets of the Loan Parties, including (i) a security interest in and on any unencumbered assets, including following the entry of the Final DIP/Cash Collateral Order, all proceeds of or property recovered, whether by judgment, settlement or otherwise, from any and all claims and causes of action of any Debtor's estate seeking avoidance under chapter 5 of the Bankruptcy Code, any applicable Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or any other similar state statute, common law or otherwise (" <u>Avoidance Action Proceeds</u> "); (ii) a priming |

security interest in and on all Term Priority Collateral, subject only to Permitted Prior Liens, and a security interests in the DIP Proceeds Account (as defined below); (iii) security interests in and on all ABL Priority Collateral, subject only to Permitted Prior Liens; and (iv) in the case of any other perfected non-avoidable security interests existing as of the Petition Date or that are perfected thereafter as permitted under Section 546(b) of the Bankruptcy Code, in each case, that are senior to the Term Loan Liens (collectively, the “Permitted Prior Liens”), security interests immediately junior in priority to such Permitted Prior Liens (the liens described in clauses (i)-(iv), the “DIP Term Loan Liens” and the collateral with respect to such liens, the “DIP Term Loan Collateral”), in each case, having the priorities set forth on Annex A.

*Definitions:* As used herein:

- “DIP ABL Liens” means the liens in favor of the DIP ABL Loan Agent securing the DIP ABL Facility.
- “DIP Agents” means the DIP Term Loan Agent and DIP ABL Loan Agent, and each individually, a “DIP Agent”.
- “Prepetition ABL Payoff Date” means the date on which the ABL Lenders have received payment in full in cash of all ABL Claims from the proceeds of the DIP ABL Facility.
- “Prepetition ABL AP Liens” means liens granted as adequate protection of the ABL Lenders.
- “Prepetition ABL Liens” means the existing liens in favor of the agent under the ABL Facility securing the ABL Claims.
- “Prepetition Collateral” means the property and assets subject to the Prepetition ABL Liens and/or the Term Loan Liens.
- “Required DIP ABL Lenders” means the DIP ABL Lenders holding greater than 50% of the aggregate amount of DIP ABL Loans and unused commitments in respect of DIP ABL Loans.
- “Required DIP Lenders” means collectively, the Required DIP Term Lenders (as defined below) and the Required DIP ABL Lenders.
- “Term Loan Liens” means the liens in favor of the Term Loan Agent securing the Term Loan Claims.

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|                      | <ul style="list-style-type: none"> <li>• “<u>Term Loan Secured Parties</u>” means the Term Loan Agent and the Term Loan Lenders.</li> <li>• “<u>Term Priority Collateral</u>” and “<u>ABL Priority Collateral</u>” each have the respective meanings set forth in the Existing Intercreditor Agreement.</li> </ul> <p><i>Carve Out:</i> The DIP Term Loan Claims, DIP Term Loan Liens, Term Loan Liens, Term Loan Claims, DIP ABL Loan Claims, DIP ABL Liens and adequate protection liens and claims shall be subject to the Carve Out, as shall be further set forth in DIP/Cash Collateral Orders and agreed to between the Company Parties and the Required Consenting Term Lenders.</p>   |
| <b>Documentation</b> | <p>The DIP Term Loan Facility (including the terms and conditions applicable thereto) shall be documented pursuant to and evidenced by (a) the DIP Term Loan Credit Agreement, negotiated in good faith, in form and substance reasonably acceptable to the Borrower and the Required Consenting Term Lenders, which shall (i) reflect the terms set forth herein, (ii) reflect the terms of the Interim DIP/Cash Collateral Order or the Final DIP/Cash Collateral Order, as applicable, (iii) have usual and customary provisions for debtor-in-possession financings of this kind and provisions that are necessary to effectuate the financing contemplated hereby, as determined by the Borrower and the Required Consenting Term Lenders, (iv) be based on the Term Loan Credit Agreement; and (v) be mutually agreed among the Borrower and the Required Consenting Term Lenders, (b) the Interim DIP/Cash Collateral Order, (c) the Final DIP/Cash Collateral Order, and (d) other legal documentation or instruments as are, in each case, usual and customary for debtor-in-possession financings of this type and/or reasonably necessary to effectuate the financing contemplated hereby, as determined by the Borrower and the Required Consenting Term Lenders (this paragraph, the “<u>Documentation Principles</u>”); <u>provided</u>, that, notwithstanding anything herein to the contrary, the DIP Term Loan Liens on the DIP Term Loan Collateral shall be created and perfected by the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order, as applicable, and no mortgages or other perfection documentation or action (other than UCC-1 financing statements), including mortgages, control agreements, landlord waivers, foreign law perfection actions or third party consents or orders, or delivery of stock certificates or any other possessory collateral shall be required; <u>provided, further</u>, upon the reasonable request of the DIP Term Lenders, the Loan Parties shall make filings or take any other actions with respect to the perfection of liens.</p> |

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| <p><b>Interim and Final DIP Orders</b></p>   | <p>The order approving the DIP Term Loan Facility on an interim basis, which shall be in form and substance, and upon terms and conditions, acceptable in all respects to the Loan Parties and the Required Consenting Term Lenders (the “<u>Interim DIP/Cash Collateral Order</u>”), shall authorize and approve, among other matters, (i) the Loan Parties’ entry into the DIP Term Loan Credit Agreement and the other DIP Term Facilities Documents, (ii) the making of the DIP Term Loans, (iii) the granting of the superpriority claims and liens against the Loan Parties and their assets in accordance with the this Term Sheet with respect to the DIP Term Loan Collateral, (iv) the payment of the Put Option Premium (as defined below), Commitment Premium (as defined below) and Equity Premium, (v) the use of cash collateral, (vii) the granting of adequate protection as contemplated herein, and (viii) approve the DIP ABL Facility (collectively, the “<u>DIP Matters</u>”).</p> <p>The order approving the DIP Term Loan Facility and the DIP ABL Facility on a final basis, which shall be in form and substance, and upon terms and conditions, acceptable in all respects to the Loan Parties and the Required DIP Term Lenders (the “<u>Final DIP/Cash Collateral Order</u>” and, together with the Interim DIP/Cash Collateral Order, the “<u>DIP/Cash Collateral Orders</u>”), shall authorize and approve on a final basis, among other matters, the DIP Matters.</p> |
| <p><b>Representations and Warranties</b></p> | <p>The DIP Term Facilities Documents shall contain usual and customary representations and warranties, subject to the Documentation Principles.</p>   |
| <p><b>Conditions Precedent</b></p>           | <p><i>Conditions Precedent to each DIP Term Loan Funding:</i> Each DIP Term Loan Funding shall be subject to the satisfaction (or waiver by the Required DIP Term Lenders) of the following conditions:</p> <ul style="list-style-type: none"> <li>• on the date of the DIP Term Loan Funding and immediately after giving effect to the DIP Term Loan Funding, no default or event of default under the DIP Term Facilities Documents shall have occurred and be continuing (subject to any applicable cure periods);</li> <li>• each of the representations and warranties set forth in the DIP Term Facilities Documents shall be true and correct in all material respects on and as of the date of the DIP Term Loan Funding with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and</li> </ul>   |



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|                        | <p>warranties shall be true and correct in all material respects on and as of such earlier date);</p> <ul style="list-style-type: none"> <li>• the Interim DIP/Cash Collateral Order or the Final DIP/Cash Collateral Order, as applicable, shall have been entered by the Bankruptcy Court and be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required DIP Term Lenders;</li> <li>• no later than three (3) business days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP/Cash Collateral Order, and the Interim DIP/Cash Collateral Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed without the prior written consent of the Required DIP Term Lenders;</li> <li>• substantially concurrently with the initial DIP Term Loan Funding, the Prepetition ABL Payoff Date shall have occurred;</li> <li>• the Transaction Support Agreement shall be in full force and effect and no Termination Event shall have occurred and be continuing; and</li> <li>• the DIP Term Loan Agent shall have received a borrowing notice (which may be by email).</li> </ul> <p><u>Conditions Precedent to DIP Closing:</u> The closing of the DIP Term Loan Facility shall be subject to usual and customary conditions precedent for debtor-in-possession financings of this type, to be agreed by the Company Parties and the Required DIP Term Lenders and set forth in the DIP Term Loan Credit Agreement; <u>provided</u>, that, notwithstanding anything herein to the contrary, no legal opinions shall be required in connection with the DIP Term Loan Facility.</p> |
| <b>Use of Proceeds</b> | <p>The Debtors shall use the DIP Term Loans in accordance with the budget (subject to Permitted Variances (as defined below)) approved by the Required DIP Term Lenders (the "<u>DIP Budget</u>").</p> <p>Subject to the DIP Budget, the proceeds of the DIP Term Loan Facility may be used for general corporate purposes and payment of administrative expenses and operating expenses during the pendency of the Chapter 11 Cases.</p> <p>As set forth in the Interim DIP/Cash Collateral Order and upon entry thereof, the Debtors shall be authorized and directed to deposit all proceeds of the DIP Term Loans into a segregated</p>   |

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|                               | account (the “ <u>DIP Proceeds Account</u> ”) which DIP Proceeds Account shall not be subject to or be encumbered by any DIP ABL Liens.   |
| <b>Use of Cash Collateral</b> | The Loan Parties shall be permitted to use Cash Collateral (as defined below) for the purposes and solely to the extent provided for in the Approved DIP Budget, the Interim DIP/Cash Collateral Order and the Final DIP/Cash Collateral Order.   |
| <b>Events of Default</b>      | <p>The DIP Term Loan Credit Agreement shall contain usual and customary events of default for debtor-in-possession financings, including cross-defaults to certain material “Events of Default” under the DIP ABL Credit Agreement subject to the Documentation Principles, and as otherwise agreed by the Debtors and the Required DIP Term Lenders and set forth in the DIP Term Loan Credit Agreement.</p> <p>Subject to the Documentation Principles, the DIP Term Loan Credit Agreement shall provide for customary and usual remedies for an event of default that remains continuing.</p> <p>The DIP/Cash Collateral Orders shall contain provisions governing the exercise of remedies consistent with debtor-in-possession financing orders customarily entered by the Bankruptcy Court in cases of this type.</p> |
| <b>Interest Rate</b>          | <ul style="list-style-type: none"> <li>• <u>First-Out DIP Term Loans</u>: Term SOFR + 6.50% per annum, to be paid monthly in cash, subject to a 2.00% SOFR floor; <u>provided</u>, that interest payable on First-Out DIP Term Loans up to 5.50% per annum may be paid in kind, in the form of additional First-Out DIP Term Loans.</li> <li>• <u>Second-Out DIP Term Loans</u>: Term SOFR + 5.00% per annum, payable semi-annual, subject to a 2.00% SOFR floor; <u>provided</u>, that interest payable on Second-Out DIP Term Loans up to 4.00% per annum may be paid in kind.</li> </ul>   |
| <b>Milestones</b>             | The Loan Parties shall comply with the Milestones set forth in Section 4 of the Transaction Support Agreement (as such Milestones may be extended in accordance with the terms therein), which Milestones shall be incorporated into the DIP Term Loan Credit Agreement.  |
| <b>Maturity</b>               | <p><i>DIP Maturity</i>: The DIP maturity shall be the earliest of</p> <ul style="list-style-type: none"> <li>(i) March 31, 2025;</li> <li>(ii) 11:59 p.m. New York City Time on the date that is three (3) business days after the Petition Date if the Interim DIP/Cash Collateral Order, which shall be in</li> </ul>   |

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|                          | <p>form and substance acceptable to the Company Parties and the Required Consenting Term Lenders, each in their sole discretion, has not been entered by the Bankruptcy Court prior to such date and time;</p> <p>(iii) 11:59 p.m. New York City Time on the date that is forty-five (45) days after the Petition Date if the Final DIP/Cash Collateral Order, which shall be in form and substance acceptable to the Company Parties and the Required Consenting Term Lenders, each in their sole discretion, has not been entered by the Bankruptcy Court prior to such date and time;</p> <p>(iv) the Plan Effective Date;</p> <p>(v) termination of the Transaction Support Agreement; and</p> <p>(vi) acceleration as a result of an Event of Default (as such term is defined in the DIP Term Loan Credit Agreement) that has occurred and is continuing,</p> <p>(vii) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the Chapter 11 Case of any Debtor, and</p> <p>(viii) the closing of any sale of assets pursuant to section 363 of the Bankruptcy Code, which when taken together with all other sales of assets since the Petition Date, constitutes a sale of all or substantially all of the assets of the Debtors.</p> |
| <b>Agreement to Roll</b> | <p>Notwithstanding anything to the contrary herein, at the election of the Company Parties (the “<u>Roll Option</u>”), each DIP Term Lender shall agree that, on the Plan Effective Date and so long as the Transaction Support Agreement remains in effect (and there shall not have occurred and be continuing any event, act, or omission that, upon the delivery of a notice would permit the Required Consenting Term Lenders to terminate the Transaction Support Agreement), the First-Out DIP Term Loans (including any unpaid and accrued interest) held by each DIP Term Lender shall convert into First-Out Exit Term Loans of such DIP Term Lender (or any of its designated related funds) and the Second-Out DIP Term Loans (including any unpaid and accrued interest to date) held by each DIP Term Lender shall convert into Second-Out Exit Term Loans of such DIP Term Lender (or any of its designated related funds), in each case, in accordance with the terms set forth in the Transaction Support</p>  |

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|                            | Agreement and the Exit Term Loan Term Sheet (as may be amended).  |
| <b>Payments</b>            | <ul style="list-style-type: none"> <li>• <u>Put Option Premium</u>: In consideration for providing the DIP Backstop, the Debtors shall pay to the DIP Backstop Parties a non-refundable Put Option Premium (as defined in the Transaction Term Sheet) as consideration for providing the DIP Backstop equal to 5.00% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility (<i>i.e.</i>, \$40 million), which shall be fully earned upon entry of the Interim DIP/Cash Collateral Order and due and payable in kind at the initial funding of First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans.</li> <li>• <u>Commitment Premium</u>: In consideration for providing commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, the Debtors shall pay to the First-Out DIP Term Lenders a non-refundable payment equal to 2.00% of the aggregate principal amount of the First-Out DIP Term Loans (<i>i.e.</i>, \$40 million) (the “<u>Commitment Premium</u>”), which shall be fully earned upon entry of the Interim DIP/Cash Collateral Order and due and payable in kind at the initial funding of First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans to all holders of DIP Term Loan Claims as of the closing of the Syndication.</li> <li>• <u>Equity Premium</u>: In lieu of payment in full in cash of their DIP Term Loan Claims, each DIP Term Lender holding First-Out DIP Term Loans, shall receive its pro rata share (based on such holdings of First-Out DIP Term Loans) of 64% of the New Equity Interests, subject to dilution by the MIP. The Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable upon the Plan Effective Date, solely to the extent the Debtors exercise the Roll Option.</li> </ul> |
| <b>Approved DIP Budget</b> | <ul style="list-style-type: none"> <li>• <u>Initial DIP Budget</u>: The “<u>Initial DIP Budget</u>” shall be attached to the Interim DIP/Cash Collateral Order and may be modified or extended from time to time by the Debtors with the prior written consent (email being sufficient) of the Required DIP Term Lenders. The Initial DIP Budget shall include projections for the initial 6-week period following the Petition Date (the “<u>Initial Budget Period</u>”).</li> </ul>   |

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|                       | <ul style="list-style-type: none"> <li>• <u>Budget Updates</u>: Not later than 5:00 p.m. New York City time every fourth Thursday (commencing with the Thursday occurring four weeks after entry of the Interim DIP/Cash Collateral Order) (each such Thursday, the “<u>Updated Budget Deadline</u>”), the Loan Parties shall deliver to the Ad Hoc Group Advisors and the DIP Term Loan Agent a supplement to the Initial DIP Budget (each, an “<u>Updated Budget</u>”), covering the 6-week period commencing with the Saturday of the calendar week immediately preceding such Updated Budget Deadline, in each case, consistent with the form and detail set forth in the Initial DIP Budget and including forecasted unrestricted cash balance, as well as a line-item report setting forth the estimated fees and expenses to be incurred by each professional advisor on a weekly basis; <u>provided, however</u>, that (i) the Updated Budget will be deemed approved unless the Required DIP Term Lenders provide written notice of their objection thereto (which notice of may be provided by any of the Ad Hoc Group Advisors via email) within three (3) Business Days of the delivery of such Updated Budget, and during such period, the Initial DIP Budget or most recent Approved DIP Budget, as applicable, shall remain in effect (the “<u>Interim Approval Period</u>”), (ii) following the Interim Approval Period, if no objection is received from the Required DIP Term Lenders pursuant to clause (i), the Updated Budget shall be deemed the “<u>Approved DIP Budget</u>” (it being understood that the Approved DIP Budget shall be the Initial DIP Budget until superseded by an approved Updated Budget), and (iii) the Required DIP Term Lenders shall not have any obligation to approve any Updated Budget.</li> </ul> |
| <b>Budget Testing</b> | <p>Not later than 5:00 p.m. New York City time every Thursday (commencing with Thursday of the second week following the week in which the Petition Date occurs) (each such Thursday, the “<u>Variance Report Deadline</u>”), the Borrower shall deliver to the Ad Hoc Group Advisors and the DIP Term Lenders a variance report, each in form, detail and substance consistent with the Company’s prepetition reporting to the Ad Hoc Group Advisors (each, a “<u>Variance Report</u>”), setting forth the difference between, on a line-by-line and aggregate basis, (i) actual operating receipts and budgeted operating receipts as set forth in the Approved DIP Budget in effect for the relevant periods (the “<u>Receipts Variance</u>”), (ii) actual operating disbursements and budgeted operating disbursements as set forth in the Approved DIP Budget in effect for the relevant periods, excluding professional fees of the Debtors (the</p>   |

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|                            | <p>“<u>Disbursements Variance</u>”) and (iii) actual disbursements and accrued amounts in respect of professional fees of the Debtors and budgeted operating disbursements and amounts to be accrued in respect of professional fees of the Debtors as set forth in the Approved DIP Budget in effect for the relevant periods (the “<u>Debtor Professional Variance</u>”), in each case, for the Applicable Period (as defined below), in each case, together with a reasonably detailed explanation of such Receipts Variance and Disbursements Variance.</p> <p>On the Thursday of the week following the week in which the Petition Date occurs, the Debtors shall deliver a report setting for the Debtor Professional Variance since the Petition Date, which shall be subject to the Permitted Variance below.</p> <p>The Loan Parties shall not permit the Receipts Variance, the Disbursements Variance or the Debtor Professional Variance with respect to any Applicable Period to exceed the Permitted Variance (as defined below) (the “<u>Permitted Variance Covenant</u>”).</p> <p>“<u>Applicable Period</u>” means the full two-week period ending on the Saturday of the week immediately preceding the applicable Variance Report Deadline.</p> |
| <b>Permitted Variances</b> | <p>Covenant compliance will be tested weekly on a cumulative two-week rolling basis with respect to the Applicable Period; <u>provided</u>, that the Debtor Professional shall also be tested on a one-week basis for the first week following the Petition Date.</p> <p>Actual operating disbursements shall be tested against the applicable Approved DIP Budget.</p> <p>The Debtors shall comply with the Approved DIP Budget, subject to the following permitted variances (as amended from time to time, the “<u>Permitted Variances</u>”):</p> <ul style="list-style-type: none"> <li>• Disbursements Variance less than 15% and Receipts Variance less than 15%, on an aggregate basis (and not on a line-item basis), including the interest and fees related to the ABL Claims and DIP Term Loans, and Debtor Professional Variance less than 15%.</li> </ul> <p>The Permitted Variances are based on the current prepetition DIP Budget provided by the Company Parties. In connection with the consideration of the Initial DIP Budget, an Updated Budget, or otherwise, the Permitted Variances may be modified in form and substance acceptable to the Debtors and the Required DIP Term Lenders.</p>  |

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| <p><b>Use of Cash Collateral and Adequate Protection</b></p> | <p>Prior to the filing of the Chapter 11 Cases, the Company Parties and the Consenting Term Lenders (together with the DIP ABL Lender) shall negotiate terms for the consensual use of cash collateral (including for the ABL Lenders until the occurrence of the Prepetition ABL Payoff Date), which terms, for the avoidance of doubt, shall be memorialized in each of the DIP/Cash Collateral Orders and shall include customary and usual terms and conditions related to the adequate protection to be provided to such lenders (including pursuant to the terms set forth herein and in the Transaction Support Agreement). For the avoidance of doubt, all adequate protection shall be subject to the Carve Out.</p> <p>The Term Loan Agent, on behalf of the Term Loan Secured Parties, shall be granted the following adequate protection solely to the extent of any diminution in value (for any reason contemplated by the Bankruptcy Code) of such lender’s interest in the Prepetition Collateral securing such holder’s Claims (a “<u>Diminution in Value</u>”):</p> <ul style="list-style-type: none"> <li>• replacement liens on any DIP Term Loan Collateral (including ABL Priority Collateral) (the “<u>Term AP Liens</u>”), having the priorities set forth on <u>Annex A</u>,</li> <li>• (B) a superpriority administrative expense claim as contemplated by section 507(b) of the Bankruptcy Code against each of the Company Parties, on a joint and several basis, which claim shall have priority over any and all other claims against the Company Parties and their estates, now existing or hereafter arising, including, without limitation, of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114 of the Bankruptcy Code (other than the Carve Out) (the “<u>Term AP Claims</u>”), and</li> <li>• (C) the payment of the reasonable and documented out-of-pocket fees and expenses of the Term Loan Agent and the Consenting Term Lenders; <u>provided, however</u>, that the foregoing Consenting Term Lender fees shall be limited to the pre-petition and post-petition fees and expenses of the Ad Hoc Group Advisors.</li> </ul> |
| <p><b>Affirmative and Negative Covenants</b></p>             | <p>The DIP Term Loan Facility Documents shall contain usual and customary affirmative and negative covenants for facilities of this type, including limitations on all non-ordinary course incurrence of indebtedness, liens, dispositions of assets, mergers, restricted payments, investments, fundamental changes, transactions with affiliates, burdensome agreements,</p>  |

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|   | <p>prepayments of debt and use of proceeds of DIP Term Loan Facility and Cash Collateral, subject to the Documentation Principles; <u>provided</u>, that, without limitation, the DIP Term Loan Facility Documents shall require:</p> <ul style="list-style-type: none"> <li>(i) two (2) business days' advance delivery of all material pleadings, motions and other material documents filed with the Bankruptcy Court on behalf of the Loan Parties in the Chapter 11 Cases to the Ad Hoc Group Advisors, unless not reasonably practicable under the circumstances (in which case, as soon as reasonably practicable prior to filing);</li> <li>(ii) compliance with the Milestones and the Permitted Variance Covenant;</li> <li>(iii) the Borrower and its subsidiaries shall maintain liquidity (to be defined in a manner to be agreed) at all times of at least \$20 million (the "<u>Liquidity Covenant</u>"), to be determined as of the Friday of the immediately preceding testing period, and the Borrower shall certify as to compliance with such Liquidity Covenant on a weekly basis in connection with delivery of the Variance Report; and</li> <li>(iv) the Company Parties shall use commercially reasonable efforts to obtain private ratings from S&amp;P and Moody's for the DIP Term Loans within 90 days of the closing of the DIP Term Loan Facility; provided, that no particular ratings shall be required.</li> </ul> <p>For the avoidance of doubt, the DIP Term Loan Facility Documents shall not include any financial maintenance covenants not otherwise set forth herein.</p> |
| <p><b>Stipulations, Waivers, Releases and Protections</b></p> | <p>Upon entry of the Interim DIP/Cash Collateral Order:</p> <ol style="list-style-type: none"> <li>1. Subject to a customary three (3) day remedies determination period and ability to use Cash Collateral during such period, the Loan Parties shall stipulate (a) to the validity, extent, security, enforceability, priority and perfection of the Term Loan Liens, (b) to the amount, validity and lack of defense, counterclaim or offset of any kind to the Secured Obligations (as defined in the Term Loan Credit Agreement) under the Term Loan Credit Agreement ("<u>Term Loan Secured Obligations</u>"), and (c) that all cash of the Loan Parties constitutes "cash collateral" of the Term Loan Secured Parties for purposes of section 363 of the Bankruptcy Code ("<u>Cash Collateral</u>"). The DIP/Cash Collateral Orders shall provide that an Official Committee</li> </ol>  |



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|  | <p>and any other party in interest must file a pleading with the Bankruptcy Court challenging (or seeking standing to challenge) the validity, extent, perfection and/or priority of any claims or security interest of the Term Loan Secured Parties prior to the date that is the earlier of (i) confirmation of any chapter 11 plan of reorganization in these bankruptcy cases, and (ii) (A) in the case of an Official Committee, 60 days from appointment of such Committee, and (B) in the case of any other party, seventy-five (75) calendar days after the entry of the Interim DIP/Cash Collateral Order (the “<u>Challenge Period</u>”). Failure of the Official Committee or any other party in interest to file such a pleading with the Bankruptcy Court shall forever bar such party from making such a challenge.</p> <ol style="list-style-type: none"><li>2. The Loan Parties shall, subject to the Final DIP/Cash Collateral Order, waive any right to surcharge pursuant to section 506(c) of the Bankruptcy Code any of the DIP Term Loan Collateral with respect to the Term Loan Secured Parties and the Term Loan Liens.</li><li>3. The Loan Parties shall, subject to the Final DIP/Cash Collateral Order, waive the equitable doctrine of “marshalling” against the DIP Term Loan Collateral with respect to the Term Loan Secured Parties and the Term Priority Collateral.</li><li>4. The Term Loan Secured Parties shall, subject to the Final DIP/Cash Collateral Order, be entitled to the benefit of section 552(b) of the Bankruptcy Code, and the Loan Parties shall waive the “equities of the case exception” under section 552(b) of the Bankruptcy Code with respect to the Term Loan Secured Parties.</li><li>5. The Loan Parties shall waive and forever release and discharge any and all claims and causes of action against each of the DIP Term Lenders and the other Term Loan Secured Parties (and their respective related parties and representatives) as of the date of the applicable DIP/Cash Collateral Order, subject to the investigation and challenge rights in the DIP/Cash Collateral Order.</li><li>6. Except for an Official Committee investigation (but not to litigate, contest, initiate, assert, join, commence, support or prosecute any claim, cause of action or other challenge, including by way of discovery, with respect to the validity, extent, enforceability, security, perfection or priority of any of the DIP Term Loan Liens, Term Loan Liens, DIP Term Loan Claims, or Term Loan Secured Obligations) during the</li></ol> |
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|                    | <p>Challenge Period and subject to an investigation budget acceptable to the Required Consenting Term Lenders, no Cash Collateral, proceeds of the DIP Term Loan Facility, or any cash or other amounts may be used to (a) investigate, challenge, object to or contest the validity, extent, enforceability, security, perfection or priority of any of the DIP Term Loan Liens, Term Loan Liens, DIP Term Loan Claims, or Term Loan Secured Obligations (it being understood that the Company Parties have the right to respond to discovery in any Official Committee investigation), (b) investigate or initiate any claim or cause of action against any of the DIP Term Lenders or the Term Loan Secured Parties, (c) object to or seek to prevent, hinder or delay or take any action to adversely affect the rights or remedies of the DIP Term Lenders or the Term Loan Secured Parties (subject to a three (3) day period to contest defaults and ability to use Cash Collateral during the remedies period), or (d) seek to approve superpriority claims or grant liens or security interests (other than those expressly permitted under the DIP Term Facilities Documents and the DIP/Cash Collateral Orders) that are senior to or <i>pari passu</i> with the DIP Term Loan Liens, the adequate protection liens or adequate protection claims granted hereunder, or the Term Loan Liens.</p> <p>7. The DIP Term Lenders shall have the unqualified right to credit bid all DIP Term Loan Claims and the Term Loan Secured Parties shall have the unqualified right to credit bid all Term Loan Claims, subject to the entry of the Final DIP/Cash Collateral Order.</p> <p>8. The DIP Term Lenders and the Term Loan Secured Parties shall be entitled to good faith protection under section 364(e) of the Bankruptcy Code.</p> |
| <b>Amendments</b>  | <p>Usual and customary for facilities of this type requiring the consent of the Required DIP Term Lenders, except for amendments customarily requiring approval by adversely affected DIP Term Lenders under the DIP Term Loan Facility.</p> <p>“<u>Required DIP Term Lenders</u>” shall mean DIP Term Lenders (other than the fronting lender) holding greater than 50% of the aggregate amount of DIP Term Loans and unused commitments in respect of First-Out DIP Term Loans.</p>   |
| <b>Other Terms</b> | <p><u>Fronting/Syndication Costs</u>: The Company Parties shall bear any fees, costs, and expenses related to any seasoning or syndication process, including, without limitation, costs</p>  |

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|  | <p>associated with hiring a fronting bank, as set forth on the fronting letter (the “<u>Fronting Letter</u>”).</p> <p><i>Carve Out:</i> DIP Term Loan Claims, all claims arising under or related to the DIP ABL Facility, Term Loan Claims, DIP Term Loan Liens, DIP ABL Liens, Term Loan Liens, and adequate protection liens and claims to be subject to Carve Out, as set forth in the DIP/Cash Collateral Orders.</p> <p><i>Conflict:</i> In the event of a conflict between the terms in this section of this DIP Term Sheet, the DIP/Cash Collateral Orders, and any of the DIP Term Facilities Documents, such DIP/Cash Collateral Orders and DIP Term Facilities Documents shall control over this DIP Term Sheet.</p> |
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**Annex A****(in descending order of priority)**

| <b>Priority</b>       | <b>DIP Collateral that constitutes ABL Priority Collateral or that would otherwise constitute ABL Priority Collateral</b> | <b>DIP Collateral that constitutes Term Priority Collateral or that would otherwise constitute Term Priority Collateral</b> | <b><i>Unencumbered Property</i><sup>1</sup></b>                                    | <b>Claims</b>            |
|-----------------------|---|---|--|--------------------------|
| <b><i>First</i></b>   | Carve Out and Permitted Prior Liens   | Carve Out and Permitted Prior Liens   | Carve Out  | Carve Out                |
| <b><i>Second</i></b>  | Until the Prepetition ABL Payoff Date, Prepetition ABL AP Liens   | DIP Term Loan Liens   | DIP Term Loan Liens  | DIP Superpriority Claims |
| <b><i>Third</i></b>   | Until the Prepetition ABL Payoff Date, Prepetition ABL Liens  | Term AP Liens   | DIP ABL Liens  | AP Claims                |
| <b><i>Fourth</i></b>  | DIP ABL Liens   | Term Loan Liens   | Term AP Liens and, until the Prepetition ABL Payoff Date, Prepetition ABL AP Liens | N/A                      |
| <b><i>Fifth</i></b>   | DIP Term Loan Liens   | Until the Prepetition ABL Payoff Date, Prepetition ABL AP Liens   | N/A  | N/A                      |
| <b><i>Sixth</i></b>   | Term AP Liens   | Until the Prepetition ABL Payoff Date, Prepetition ABL Liens  | N/A  | N/A                      |
| <b><i>Seventh</i></b> | Term Loan Liens   | DIP ABL Liens   | N/A  | N/A                      |

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<sup>1</sup> None of the the ABL DIP Liens or the ABL Adequate Protection Liens shall attach to the DIP Proceeds Account, which shall only secure the Term DIP Obligations.

**Exhibit 2**

Exit Term Loan Term Sheet

(See Attached)

## THE CONTAINER STORE GROUP, INC., ET AL.

Exit Term Loan Term Sheet

This term sheet (together with all exhibits, annexes, and schedules attached hereto, this “Exit Term Loan Term Sheet”) sets forth certain material terms of the proposed Exit Facilities. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Transaction Support Agreement, dated as of December 21, 2024 (together with all exhibits, annexes, and schedules attached thereto, including the Term Sheets, in each case, as amended, supplemented or modified in accordance with its terms, the “Transaction Support Agreement”), to which this Exit Term Loan Term Sheet is attached as an exhibit to the Transaction Term Sheet.

|                             |   |
|-----------------------------|---|
| <b>Overview</b>             | <p>On the Plan Effective Date, the Debtors will enter into the Exit Facilities Documents, which shall include the Exit Term Loan Credit Agreement and the Exit ABL Credit Agreement.</p> <p><i>Exit Term Loans:</i> The Exit Term Loan Credit Agreement shall provide for the issuance of first-out exit term loans (the “<u>First-Out Exit Term Loans</u>”) and second-out exit term loans (the “<u>Second-Out Exit Term Loans</u>”) in an amount equal to the principal of, and accrued but unpaid interest on, the DIP Term Loans based on amounts outstanding under the DIP Term Loan Facility on the Plan Effective Date (collectively, the “<u>Exit Term Loans</u>”, and the lenders of such loans, the “<u>Exit Term Lenders</u>”).</p> <p><i>Exit ABL Loans:</i> The Exit ABL Credit Agreement shall provide for a \$140 million senior secured asset based revolving credit facility providing for revolving loans consistent with the Combined ABL Commitment Letter and otherwise reasonably acceptable to the Company Parties and Required Consenting Term Lenders (the “<u>Exit ABL Loans</u>”).</p> |
| <b>Exit Borrower</b>        | The Container Store, Inc., a Texas corporation (“ <u>Exit Borrower</u> ”).  |
| <b>Exit Guarantors</b>      | The Container Store Group, Inc., a Delaware corporation and each of the other Debtors other than the Exit Borrower (collectively, the “ <u>Exit Guarantors</u> ” and together with the Exit Borrower, the “ <u>Exit Loan Parties</u> ”).  |
| <b>Exit Term Loan Agent</b> | A financial institution to be selected by the Required Consenting Term Lenders, and reasonably acceptable to the Exit Borrower.   |
| <b>Documentation</b>        | The Exit Term Loans (including the terms and conditions applicable thereto) shall be documented pursuant to and evidenced by (a) the Exit Term Loan Credit Agreement, negotiated in good faith, in form and substance reasonably acceptable to the Exit Borrower and the Required Consenting Term Lenders, which shall (i) reflect the terms set forth herein, (ii) have usual and customary provisions for financings of this kind and provisions that are necessary to effectuate the financing contemplated hereby, as determined by the Exit Borrower and the Required Consenting Term Lenders, (iii) be based on the Term Loan Credit Agreement and the  |

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|                               | <p>Loan Documents (as defined in the Term Loan Credit Agreement), (iv) be mutually agreed among the Exit Borrower and the Required Consenting Term Lenders, and (b) other legal documentation or instruments as are, in each case, usual and customary for financings of this type and/or reasonably necessary to effectuate the financing contemplated hereby, as determined by the Exit Borrower and the Required Consenting Term Lenders (this paragraph, the “<u>Documentation Principles</u>”).</p>   |
| <p><b>Exit Term Loans</b></p> | <ul style="list-style-type: none"> <li>• <u>Participation</u>: Pursuant to the Plan, the First-Out DIP Term Loans and Second-Out DIP Term Loans will be exchanged for the First-Out Exit Term Loans and Second-Out Exit Term Loans, respectively, on a pro rata and dollar-for-dollar basis.</li> <li>• <u>Security</u>: Subject to the Documentation Principles, the Exit Term Loans shall be secured by perfected liens on substantially all of the assets of the Exit Loan Parties, subject to usual and customary exceptions to be agreed, which shall be first priority liens on all Term Priority Collateral and second priority liens on all ABL Priority Collateral (each to be defined in a manner substantially similar to the Existing Intercreditor Agreement).</li> <li>• <u>Maturity</u>: The First-Out Exit Term Loan shall mature on April 30, 2029 and the Second-Out Exit Term Loan shall mature on July 30, 2029.</li> <li>• <u>Interest</u>: <ul style="list-style-type: none"> <li>○ <u>First-Out Exit Term Loans</u>: Term SOFR + 6.50% per annum, to be paid monthly in cash, subject to a 2.00% SOFR floor; <u>provided</u>, that accrued interest payable on any First-Out Exit Term Loans up to 5.50% per annum may be paid in kind, in the form of additional First-Out Exit Term Loans; <u>provided, further</u>, that interest shall be paid in cash (and not in kind) after delivery of the financial statements for the first fiscal quarter in which LTM EBITDA reaches \$45 million for 4 consecutive quarters (for the avoidance of doubt, after the delivery of such financial statements, the Exit Borrower shall pay all interest in respect of the First-Out Exit Term Loans in cash).</li> <li>○ <u>Second-Out Exit Term Loans</u>: Term SOFR + 5.00% per annum, to be paid bi-annually in cash, subject to a 2.00% SOFR floor; <u>provided</u>, that accrued interest payable on any Second-Out Exit Term Loans up to 4.00% per annum may be paid in kind, <u>provided, further</u>, that with the consent of the Required Lenders all interest can be paid in kind.</li> </ul> </li> <li>• <u>Amortization</u>: None.</li> <li>• <u>Call Protection</u>:</li> </ul> |

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|                             | <ul style="list-style-type: none"> <li>○ <u>First-Out Exit Term Loans</u>: Upon any repayment of the First-Out Exit Term Loans, including any voluntary or mandatory prepayment (but excluding, with respect to mandatory payments, customary exceptions to be agreed), the Borrower shall pay the following amount: <ul style="list-style-type: none"> <li>▪ <u>Through 18 months</u>: Customary T + 50 “make-whole”</li> <li>▪ <u>18 months – 30 months</u>: 2.00%</li> <li>▪ <u>30 months – 42 months</u>: 3.00%</li> <li>▪ <u>After 42 months</u>: None</li> </ul> </li> <li>○ <u>Second-Out Exit Term Loans</u>: Upon any voluntary repayment of the Second-Out Exit Term Loans, the Borrower shall pay the following amount: <ul style="list-style-type: none"> <li>▪ <u>Through 18 months</u>: Customary T + 50 “make-whole”</li> <li>▪ <u>18 months – 30 months</u>: 1.00%</li> <li>▪ <u>After 30 months</u>: None</li> </ul> </li> </ul> <p>The foregoing call protection with respect to First-Out Exit Term Loans and Second-Out Exit Term Loans shall be payable upon any acceleration or the commencement of any bankruptcy or insolvency event.</p> <ul style="list-style-type: none"> <li>• <u>Minimum Liquidity</u>: \$10 million, tested monthly.</li> <li>• <u>Other Terms</u>: Subject to the Documentation Principles, the Exit Term Loan Documents shall contain customary affirmative, negative, and financial covenants for loans of this nature, including monthly financial reporting and monthly KPI reporting by business segment, in each case, acceptable to the Required Consenting Term Lenders and the Company Parties.</li> <li>• <u>Ratings</u>: The Company Parties shall use commercially reasonable efforts to obtain ratings from S&amp;P and Moody’s for the Exit Term Loans within thirty days after the Plan Effective Date; <i>provided</i> that no particular ratings shall be required.</li> </ul> |
| <b>Conditions Precedent</b> | <p>Subject to the Documentation Principles, the Exit Facilities, including the issuance of the Exit Term Loans, shall be subject to usual and customary conditions precedent for exit financings of this type, to be agreed upon by the Company Parties and the Required Consenting Term Lenders, as applicable, and set forth in the respective Exit Facilities Documents, with (i) customary exceptions for the Chapter 11 Cases to any Material Adverse Effect (or similar) condition and (ii) post-closing periods for provision of any control agreements, insurance deliverables and collateral access</p>   |



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|                   | agreements (and other collateral documentation requiring the consent of third-parties).  |
| <b>Amendments</b> | <p>The documentation governing the Exit Term Loans may be amended by Required Lenders (as defined below), subject to “sacred” rights acceptable to Required Consenting Term Lenders. There shall be no limitation with respect to voting applicable to affiliates of the Exit Borrower. The documentation governing the Exit Term Loans shall include customary intercreditor provisions giving effect to the senior nature of the First-Out Exit Term Loans, which shall be acceptable to the Required Consenting Term Lenders.</p> <p>“<u>Required Lenders</u>” shall mean Exit Term Lenders holding (x) a majority of the First-Out Exit Term Loans and (y) a majority of the First-Out Exit Term Loans and the Second-Out Exit Term Loans, collectively.</p> |

**Exhibit 3**

DIP Allocation Schedule

(See Attached)

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| <u>Lender</u> | <u>DIP Backstop Allocation Percentage</u> | <u>DIP Backstop Allocation Amount</u> |
|---------------|---|---------------------------------------|
| REDACTED      |   |                                       |
| <u>TOTAL</u>  | <u>100.00%</u>                            | <u>\$40,000,000.00</u>                |

**Exhibit 4**

Governance Term Sheet

(See Attached)

**EXECUTION VERSION**

**Summary of Terms of Governance Documents**

Capitalized terms used in this Summary of Terms of Governance Documents (this “Governance Term Sheet”) and not otherwise defined herein shall have the meanings given to such terms in the Transaction Support Agreement, dated as of December 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “TSA”) to which this Governance Term Sheet is attached as Exhibit 4.

New TopCo:

New TopCo will be a newly formed Delaware limited liability company that will be treated as a partnership for U.S. federal income tax purposes. New TopCo and its subsidiaries shall be referred to herein, individually, as a Company” and, collectively, the “Companies”.

Parties to New LLC Agreement:

On the Plan Effective Date, New TopCo will enter into a limited liability company agreement (the “New LLC Agreement”) with each Person that receives New Common Units (as defined below) in connection with the Transactions.

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Unitholder” and, collectively, the “Unitholders”.

New Common Units:

The New LLC Agreement shall provide for the following two classes of limited liability company interests: (i) Class A Voting Common Units (“Class A Common Units”), and (ii) Class B Limited-Voting Common Units (“Class B Common Units”). The Class A Common Units and the Class B Common Units are collectively referred to in this Governance Term Sheet as the “New Common Units”. Class A Common Units will be voting units and will be issued on the Plan Effective Date in accordance with the TSA. Class B Common Units will be limited-voting units and may be issued from time to time pursuant to awards granted to directors, managers, officers and employees of any of the Companies under a management incentive plan to be adopted by the New Board (as defined below), as determined by the New Board in its sole discretion.

None of the New Common Units will be listed for trading on a securities exchange, and none of the Companies will be required to file reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Exchange Act.

The New Board shall decide whether the New Common Units will be certificated or uncertificated and the identity of the transfer agent, if any, for the New Common Units.

References herein to any class or series of New Common Units shall apply to limited liability company interests or other equity securities of New TopCo issued to Unitholders in respect of, in

exchange for, or in substitution of, such class or series of New Common Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, unit dividend, split-up, sale of assets, distribution to unitholders or combination of such class or series of New Common Units or any other change in New TopCo's capital structure.

Board of Managers:

The New Board shall consist of five (5) managers on the Plan Effective Date (each manager on the New Board, a "Manager" and, collectively, the "Managers"). The Managers are to be appointed or elected as follows:

- (i) the following number of individuals designated by Unitholders that are Affiliates of Golub Capital LLC (collectively, "Golub Unitholders"): (x) two (2) individuals for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date and (y) one (1) individual for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than thirty percent (30.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date, but less than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date (such individuals, the "Golub Managers" and each, a "Golub Manager");
- (ii) one (1) individual designated by Unitholders that are Affiliates of LCM Asset Management LLC (collectively, "LCM Unitholders") for so long as the LCM Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the LCM Unitholders on the Plan Effective Date;
- (iii) one (1) individual who is not employed by (A) any of the Companies or (B) any of the Unitholders or any of their respective Affiliates as of the time that such person is designated to be a Manager or at any time three (3) months prior to such time (an "Independent Designee") designated by vote of Specified Unitholders (as defined below) holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Specified Unitholders held for purposes of electing such individual (or by the Majority Specified Unitholders (as defined below) acting by written consent); and

- (iv) the individual serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer” and as a Manager, the “CEO Manager”).

If at any time (A) a designation right of Unitholder(s) set forth in clause (i) or clause (ii) above or (B) any designation right that is transferred pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet (any such designation right described in clause (A) or clause (B), together with the designation right set forth in clause (iii) above, a “Designation Right”) terminates or is reduced, the Manager(s) serving on the New Board as a result of such terminated or reduced Designation Right shall be removed from the New Board at the request of the Majority Unitholders (as defined below), the vacancy created thereby shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent), and the reduction or termination of such Designation Right shall be permanent and shall not be reversed if the applicable Unitholder(s) shall thereafter own or hold Class A Common Units equal to or greater than the applicable specified threshold. The Designation Right set forth in clause (iii) above shall not be subject to termination or reduction.

The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination. The term “Majority Specified Unitholders” means, as of any time of determination, Specified Unitholders as of such time of determination who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time of determination. The term “Specified Unitholders” means Unitholders that, as of the time of determination, do not have a Designation Right pursuant to clause (i) or clause (ii) above.

Designation Rights of a Designating Group (as defined below) shall be transferable to any Person or group of Persons that are Affiliates of one another that (i) acquires at least fifty percent (50.0%) of the Designating Group’s Class A Common Units in such transfer and (ii) owns, individually or together with its Affiliates, immediately after giving effect to such transfer, at least ten percent (10.0%) of the issued and outstanding Class A Common Units as of such time. A Designating Group that is transferred a Designation Right pursuant to this paragraph shall continue to have such Designation Right for so long as such

Designating Group owns or holds at least ten percent (10.0%) of the issued and outstanding Class A Common Units.

The term “Designating Group” means any of the following groups of Unitholders: (a) the Golub Unitholders, (b) the LCM Unitholders and (c) any group of Unitholders that acquires a Designation Right pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet; provided, that a group of Unitholders will cease to be a “Designating Group” once the Unitholders in such group do not have a Designation Right.

Each Major Unitholder (as defined below) (each, an “Observer Unitholder”) shall have the right to appoint one (1) observer to the New Board (a “Board Observer”); provided, that an Observer Unitholder shall not be entitled to have a Board Observer at any time when any of the Managers is an employee of such Observer Unitholder or any of its Affiliates (other than any of the Companies). Each Board Observer shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Board Observer in connection with attending any Meeting (as defined below).

The term “Major Unitholder” means each Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of the Plan Effective Date (immediately after giving effect to the consummation of the Transactions, including all payments and distributions to be made on or as of the Plan Effective Date); provided, that a Unitholder will permanently cease to be a “Major Unitholder” once such Unitholder owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Common Units.

The chairperson of the New Board (the “Chairperson”) shall be one of the Golub Managers, as determined by the Golub Unitholders; provided, however, that if the Golub Unitholders are not permitted to designate two (2) Golub Managers pursuant to their Designation Right, then the Chairperson shall be a Manager elected by the New Board.

Managers not employed by any of the Companies, any of the Unitholders or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders. Each Manager shall be reimbursed for reasonable and documented out-of-pocket costs and expenses incurred in the performance of his or her duties as a Manager.

The New Board may, by majority vote, establish one or more committees of the New Board to exercise the powers of the New



Board, subject to the limitations set forth in the Delaware Limited Liability Company Act (the “DLLCA”). Each Manager that is elected pursuant to a Designation Right shall have the right to serve on any such committee of the New Board (other than any committee that is established to evaluate, consider, approve, negotiate or otherwise deal with a contract, transaction or other matter with respect to which such Manager, or the Unitholders that designated such Manager (which, in the case of an Independent Designee, shall only include Specified Unitholders that own or hold (together with their respective Affiliates), as of the time of determination, at least fifteen percent (15.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time), has/have a conflict of interest) with at least the same proportional voting rights as such Manager has on the New Board. The provisions of this paragraph shall be deemed to be included in a Designation Right. For the avoidance of doubt, no committee shall be authorized to take any action that the New Board could not take itself.

None of (A) the Unitholders (except any Unitholder that is an employee of any of the Companies, any Unitholder that is a family member of an employee of any of the Companies, or any Unitholder that is controlled by an employee of any of the Companies or any such employee’s family members), (B) the Managers (except any Manager that is employed by any of the Companies (including the Chief Executive Officer) or is a family member of any employee of any of the Companies), or (C) the Affiliates of any Unitholders described in clause (A) or the Affiliates of any of the Managers described in clause (B) (except any such Affiliate that is an employee of any of the Companies, any such Affiliate that is a family member of any employee of any of the Companies, or any such Affiliate that is controlled by any employee of any of the Companies or any such employee’s family members) (the foregoing Persons, the “Identified Persons”) will be subject to any fiduciary or other duty, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines and the New LLC Agreement will provide for a broad corporate (or analogous) opportunity waiver in favor of all Identified Persons. The New LLC Agreement shall provide that the fiduciary duties of the Identified Persons shall be eliminated or limited to the fullest extent permitted by the DLLCA.

Nothing contained in the New LLC Agreement shall limit or otherwise impact the ability of any Identified Person (i) to, directly or indirectly, sell or purchase the debt or equity securities of any Person (other than New TopCo) or (ii) from engaging or competing in any line of business.

Quorum and Voting:

A quorum for meetings of the New Board will require the attendance of a majority of the Managers then in office; provided,

however, that for so long as the Golub Unitholders have the right to designate two (2) Golub Managers pursuant to their Designation Right, a quorum for any meeting of the New Board will require the attendance of at least one Golub Manager. Except with respect to the actions listed on Schedule A, the vote of a majority of the Managers present and entitled to vote at a meeting at which a quorum is present shall be the act of the New Board, unless the express provision of a statute requires a different vote, in which case such express provision shall govern and control. Any Manager or member of any committee of the New Board may participate in any meeting of the New Board or any committee of the New Board (each such meeting, a “Meeting”) through the use of any means of communication by which all persons participating can hear each other at the same time or by any other means permitted by the DLLCA. Any Manager or member of any committee of the New Board participating in any such Meeting by any such means of communication is deemed to be present in person at such Meeting.

Any action required or permitted to be taken at any meeting of the New Board may be taken without a meeting, without prior notice and without a vote if the lesser of the following consent thereto in writing: (a) four (4) members of the New Board and (b) all members then-serving on the New Board; provided, that Required Managers (as defined below) may act by written consent as set forth in the “Certain Transactions Requiring Approval of Majority Unitholders and Required Managers” section of this Governance Term Sheet.

Removal of Managers:

Except for any removal of a Manager on account of the termination or reduction of a Designation Right, the Unitholder(s) entitled to designate a Manager pursuant to a Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee) shall have the exclusive right to require removal, whether with or without cause, of the Manager(s) that has/have been designated by such Unitholder(s). If for any reason the individual serving as the Chief Executive Officer shall cease to serve as the Chief Executive Officer, then (x) such individual shall be automatically removed as a Manager, and (y) the successor Chief Executive Officer shall be automatically appointed as a Manager when such person becomes the Chief Executive Officer. Any Manager that is not designated pursuant to a Designation Right and is not the Chief Executive Officer may be removed, with or without cause, by the Majority Unitholders.

Vacancies on the New Board:

Except for any vacancy on the New Board created as a result of the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, any vacancy on the New Board resulting from the resignation or removal of a Manager that was designated pursuant to a Designation Right, or resulting from any such Manager becoming unable to serve on the

New Board as a result of death, disability or otherwise, shall be filled by the Unitholder(s) then entitled to designate such Manager pursuant to such Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee). Any vacancy on the New Board resulting from the resignation or removal of a Manager that is not designated pursuant to a Designation Right (other than the Chief Executive Officer), or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent). Any vacancy on the New Board resulting from the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent).

Board Meetings:

Regular meetings of the New Board shall be held at such time or times as may be determined by the New Board. In addition, the Chairperson or any two (2) Managers may call a special meeting of the New Board. Any such regular or special meeting may be done in person or by remote communication.

Subsidiaries:

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of New TopCo (including any committee thereof) (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the New Board that are not employees of any of the Unitholders or any of their respective Affiliates (other than the Companies), except for any direct or indirect wholly-owned subsidiary of New TopCo which is either (i) a limited liability company that is managed by its members, (ii) a limited partnership that is managed by its general partner, or (iii) required by Law or contract to have a different composition.

Special Meetings of Unitholders:

Special meetings of the Unitholders may be called by the New Board or at the written request of the Unitholders or group of Unitholders who collectively own or hold at least twenty percent (20.0%) of the issued and outstanding Class A Common Units.

Action by written consent of the Unitholders without a meeting shall be permitted. Action by written consent shall require the consent of the Unitholders that own or hold the same percentage of New Common Units that would be required to take the same action at a Unitholder meeting at which all then-issued and

outstanding New Common Units entitled to vote thereon were present and voted.

Certain Transactions Requiring Approval of Majority Unitholders and Required Managers:

None of the Companies shall take any of the actions listed on Schedule A attached hereto without the approval of the New Board and the Majority Unitholders and the Required Managers.

The term “Required Managers” means the vote of 66 2/3% of the votes of all of the Managers present and entitled to vote at a meeting of the New Board at which a quorum is present; provided, that the votes of the CEO Manager shall be excluded for all purposes of this calculation. For the avoidance of doubt, if there is a meeting of the New Board and (i) five (5) Managers are present and entitled to vote at such meeting, then Required Managers shall require the vote of three (3) Managers (excluding the CEO Manager), and (ii) four (4) Managers (including the CEO Manager) are present and entitled to vote at such meeting, then Required Managers shall require the vote of two (2) Managers (excluding the CEO Manager). The Required Managers may also act by written consent if Managers holding not less than the total number of votes that would be necessary to authorize the action by Required Managers at a meeting of the New Board at which all Managers then in office were present and voted.

Amendments:

Any amendments to the New LLC Agreement will require the approval of the Majority Unitholders.

Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction (as defined below)) relating to:

(i) “Transfers”, “Right of First Offer”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights” or “Limitations on Affiliate Transactions” shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders (as defined below);

(ii) any decrease or increase in the size of the New Board, the Designation Right of any Unitholder or group of Unitholders (including the right to transfer any Designation Right, to the extent applicable), the right of any Unitholder or group of Unitholders to remove any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, the right of any Manager that was elected pursuant to the Designation Right of any Unitholder or group of Unitholders

to serve on any committee of the New Board, the right of any Unitholder or group of Unitholders to fill the vacancy on the New Board created by the resignation, removal or inability to serve on the New Board of any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, or the appointment or removal and replacement of the Chairperson, shall, in any such case, be made without the affirmative vote or written consent of (A) each Designating Group and (B) the Majority Specified Unitholders;

(iii) the elimination or limitation of fiduciary duties of the Identified Persons, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines, shall be made without the affirmative vote or written consent of each Designating Group;

(iv) the right of any Observer Unitholder to appoint, remove and/or replace a Board Observer or any of the rights of such Board Observer shall be made without the affirmative vote or written consent of each Major Unitholder;

(v) the definition of “Super-Majority Unitholders” shall be made without the affirmative vote or written consent of the Super-Majority Unitholders;

(vi) the definitions of “Majority Specified Unitholders” or “Specified Unitholders” shall, in either such case, be made without the affirmative vote or written consent of the Majority Specified Unitholders;

(vii) the proviso in the first sentence of the “Quorum and Voting” section of this Governance Term Sheet or the definitions of “Golub Unitholders” or “Designating Group” shall, in any such case, be made without the affirmative vote or written consent of the Golub Unitholders;

(viii) the definitions of “LCM Unitholders” or “Designating Group” shall, in either such case, be made without the affirmative vote or written consent of the LCM Unitholders; and

(ix) the amendments section of the New LLC Agreement shall be made without the affirmative vote or written consent of the Unitholder(s) or requisite percentage or number of Unitholders that would be required to amend the underlying provision of such New LLC Agreement to which such amendment or modification relates.

In addition, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization

of New TopCo, except in connection with a Sale Transaction) that would materially and adversely affect the rights or materially increase the obligations of any Unitholder set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Majority Unitholders (without regard to any effect resulting from (x) the individual circumstances of any such Unitholder, (y) the differences in the respective percentages of ownership of New Common Units of the Unitholders or (z) the different classes or series of New Common Units owned by the Unitholders) shall be made without the affirmative vote or written consent of such affected Unitholder; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of equity interests of New TopCo, nor the issuance of any additional New Common Units or other equity interests of New TopCo, shall be deemed to adversely affect the rights or obligations of any Unitholder.

The term “Super-Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold at least 66.0% of the issued and outstanding Class A Common Units as of such time.

Transfers:

New Common Units will be transferable by the holders thereof (a) only in transactions exempt from the registration requirements of the Securities Act and (b) subject to the satisfaction of the following conditions precedent: (i) delivery to New TopCo of a written notice of such transfer not less than five (5) Business Days prior to such transfer, (ii) delivery to New TopCo of representation letters from the transferor and the transferee (including a representation from the transferee that the transferee is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act (an “Accredited Investor”)), (iii) delivery to New TopCo of an opinion of counsel to the transferor to the effect that such transfer complies with applicable federal and state securities laws, and (iv) the transferee’s execution of a joinder to the New LLC Agreement (unless the transferee is already a party to the New LLC Agreement). Transfers that do not satisfy the foregoing conditions prior to the consummation thereof shall be void *ab initio* and will not be recognized by New TopCo. Any conditions set forth in clause (b) above may be waived by New TopCo.

Any transfer, or series of transfers, of New Common Units (w) that, if consummated, would (1) result in any violation of applicable Law, (2) result in New TopCo having, in the aggregate, 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units, or 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units that are not

Accredited Investors, (3) require New TopCo to register any equity interests of New TopCo under the Exchange Act, (4) cause New Topco to register as an “investment company” under the Investment Company Act of 1940, as amended, or (5) cause the underlying assets of New Topco to be deemed “plan assets” as defined under certain labor regulations or constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, (x) to a Person that is not an Accredited Investor, (y) to a Competitor (as defined below), or (z) to any Person that is the target of any sanctions or is a controlled Affiliate of any such Person, in any such case, will be void *ab initio* and will not be recognized by New TopCo. Nothing contained in the New LLC Agreement shall prevent the Unitholders from transferring, hypothecating, pledging or otherwise disposing of New Common Units or their ownership rights in New Common Units for the purpose of effecting margin transactions or in connection with any financing activity or arrangement undertaken by the Unitholders or their Affiliates in the ordinary course of business.

A transfer of New Common Units in a Sale Transaction by a Selling Unitholder (as defined below) or a Dragged Unitholder (as defined below) shall not be subject to the requirements of this “Transfers” section, other than clause (a) above.

In addition to the foregoing, Class B Common Units will be subject to additional transfer restrictions and risks of forfeiture to be set forth in a management incentive plan to be adopted by the New Board and/or any agreement, contract or other instrument or document evidencing or governing an award issued under any such management incentive plan.

The term “Competitor” means, as of any time of determination, (A) any Person that is identified by name on the Restricted List (as defined below) as of such time of determination, which may include one or more Investment Funds (as defined below), (B) any Person that is engaged in competition with any of the Companies as of such time, as reasonably determined by the New Board, and (C) any Person that is an Affiliate of any Person referred to in clause (A) or clause (B) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, solely with respect to clause (B), a Competitor shall not include (I) any Investment Fund or (II) any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies (it being understood that a Person described in clause (I) or clause (II) may be a Competitor under clause (A) or clause (B)).

The term “Restricted List” means a schedule or list of disqualified transferees as determined by the New Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the New Board.

The term “Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund, or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

Right of First Offer:

If any Unitholder (the “Transferring Unitholder”) desires to transfer all or any portion of its New Common Units to any Person (or group of Persons) in any transaction (or series of related transactions) (excluding (a) any transfer of New Common Units by a Transferring Unitholder to one or more of its Affiliates and certain other permitted transferees and (b) any transfer of New Common Units by a Transferring Unitholder that does not exceed, taken together with all other New Common Units transferred by such Transferring Unitholder and all of its Affiliates at any time during the twelve (12) month period ending on the date of such transfer (excluding transfers made pursuant to the “Tag-Along Rights” or “Drag-Along Rights” sections of this Governance Term Sheet and transfers otherwise made in compliance with this “Right of First Offer” section (without giving effect to this clause (b)), one percent (1.0%) of the issued and outstanding Class A Common Units as of the date of such transfer) (a “ROFO Transaction”), the Transferring Unitholder must give notice (a “ROFO Notice”) to each Major Unitholder (each, a “ROFO Unitholder”), setting forth the material terms and conditions of such ROFO Transaction (the “Proposed Terms”), including the number of New Common Units proposed to be transferred (the “Offered Units”) and the purchase price (which purchase price must be exclusively in cash). Each ROFO Unitholder shall have ten (10) business days following receipt of the ROFO Notice to elect to purchase, on the Proposed Terms, up to its full *pro rata* share of the Offered Units. If any of the ROFO Unitholders do not elect to purchase their respective full *pro rata* portions of the Offered Units, then the ROFO Unitholders that have elected to purchase their full *pro rata* portions of the Offered Units shall be offered the right to purchase such unpurchased Offered Units (and such procedure of offering and purchasing Offered Units shall be repeated until either (x) there are no unpurchased Offered Units or (y) no ROFO Unitholders elect to purchase any such unpurchased Offered Units). If the ROFO Unitholders do not elect to purchase all of the Offered Units, then the Transferred Unitholder shall not be obligated to sell any of the Offered Units to the ROFO Unitholders and the Transferring Unitholder shall have the right, for a period of ninety (90) days, to sell all (but not less than all) of



the Offered Units not sold to the ROFO Unitholders to a third party at a purchase price in cash that is no lower than the purchase price specified in the ROFO Notice and upon other terms that are, in the aggregate, no more favorable to the third party than the other Proposed Terms specified in the ROFO Notice.

Preemptive Rights:

New TopCo shall not, and New TopCo shall not cause or permit any of its subsidiaries to, sell or issue additional equity interests (including, for the avoidance of doubt, any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, New Common Units, limited liability company interests or shares of capital stock) (collectively, “Additional Securities”) to any Person (including any then-current Unitholder), other than in a *pro rata* distribution to all Unitholders that own or hold New Common Units of a particular class or series and certain other customary exceptions, unless New TopCo or its applicable subsidiary offers to permit each Significant Unitholder (as defined below) that is an Accredited Investor (any such Significant Unitholder, a “Preemptive Unitholder”) to purchase its *pro rata* portion (calculated on the basis of the Class A Common Units owned or held by such Preemptive Unitholder relative to the Class A Common Units owned or held by all Preemptive Unitholders) of such Additional Securities on the same terms and conditions as each other Preemptive Unitholder. If any of the Preemptive Unitholders do not elect to purchase their respective full *pro rata* portions of the Additional Securities, then the Preemptive Unitholders that have elected to purchase their full *pro rata* portions of the Additional Securities shall be offered the right to purchase any such unpurchased Additional Securities (and such procedure of offering and purchasing Additional Securities shall be repeated until either (x) there are no unpurchased Additional Securities or (y) no Preemptive Unitholders elect to purchase any such unpurchased Additional Securities).

The term “Significant Unitholders” means, as of any time of determination, any Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of such time.

Tag-Along Rights:

If one or more Unitholders (the “Initiating Unitholders”) desires to transfer Class A Common Units representing forty percent (40.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any transfer of Class A Common Units by an Initiating Unitholder to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Unitholders must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) business days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of

such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction at least a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Unitholders (or a designated representative of the Initiating Unitholders) within five (5) business days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Unitholders.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Unitholders in connection with the Tag-Along Transaction, except that if the Initiating Unitholders are given an option as to the form of consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Governance Term Sheet, holders of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by any such holder.

Drag-Along Rights:

If one or more Unitholders that own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units (the “Selling Unitholders”) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Unitholders or any Affiliates thereof, then New TopCo or the Selling Unitholders will have the right to require all other Unitholders (the “Dragged Unitholders”) to, among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Unitholders that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Unitholders’ New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into agreements with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Unitholders; (iv) obtain any required consents; (v) waive and refrain from exercising any appraisal, dissenters or similar rights; (vi) not assert any claim against any of the Companies, any Manager, any member of any committee of the New Board, any member of any Subsidiary Governing Body or any other Unitholder or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vii) take any and all reasonably necessary action in furtherance of the consummation of the Sale Transaction.

Each Unitholder shall receive, in respect of each New Common Unit to be sold by such Unitholder in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Unitholder in respect of New Common Units of the same class or series, except that if any Unitholder is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Unitholder, each other Unitholder holding New Common Units of the same class or series need only be given the same option.

Any Class B Common Units transferred in a Sale Transaction by a Selling Unitholder or a Dragged Unitholder shall immediately and automatically convert into Class A Common Units upon the consummation of such Sale Transaction.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the voting securities of any direct and/or indirect subsidiary or subsidiaries of New TopCo if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

Confidentiality:

Subject to certain permitted disclosures (including (i) disclosures to a Unitholder’s advisors and representatives and (ii) disclosures to a prospective transferee of Class A Common Units who executes and delivers to New TopCo a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement), each Unitholder will be required to hold in strict confidence any confidential, business, financial or proprietary information such Unitholder receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Unitholder in respect of any of the Companies (“Confidential Information”), whether such Confidential Information is received from any of the Companies, any Manager, any Board Observer, another Unitholder, any Affiliate of New TopCo or another Unitholder, or any agents or advisors of any thereof. Such confidentiality

obligations shall commence on the Plan Effective Date and end on the second anniversary of the date such Unitholder no longer owns any New Common Units.

In the event that any Unitholder proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Governance Term Sheet, such Unitholder may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Unitholder from any Manager or Board Observer), subject to the prior execution by such potential transferee of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Prior to New TopCo becoming obligated to file reports under the Exchange Act, subject to the confidentiality provisions referred to above, each Unitholder that holds Class A Common Units shall be entitled to receive (a) annual audited consolidated financial statements of New TopCo, and (b) quarterly unaudited consolidated financial statements of New TopCo for each of New TopCo's first three fiscal quarters during each fiscal year, in any such case within the time frames required for the delivery of such financial statements under the Companies' credit documents as of the Plan Effective Date. If New Topco does not produce consolidated financial statements at the New Topco level, but does produce consolidated financial statements at the level of one of its subsidiaries, then, in lieu of making available such consolidated financial statements of New Topco, New Topco shall make available to each Unitholder that holds Class A Common Units the consolidated financial statements of its applicable subsidiary.

At the option of New TopCo, New TopCo may make available the information described above on a password-protected website that is only available to Unitholders that hold Class A Common Units. As a condition to gaining access to the information posted on such website, a Unitholder may be required to "click through" or take other affirmative action pursuant to which such Unitholder shall (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement, (ii) acknowledge its confidentiality obligations in respect of such information and (iii) certify its status as a Unitholder that holds Class A Common Units.

Limitations on Affiliate Transactions:

Any transaction or series of related transactions between any of the Companies, on the one hand, and any Person who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Common Units or is an Affiliate of any such Person (other than any of the Companies), on the other hand (an "Affiliate Transaction"), involving

aggregate payments or other consideration in excess of an agreed amount per annum shall require the approval of a majority of the Managers that are disinterested with respect to such Affiliate Transaction.

Registration Rights:

If New TopCo (or any successor or subsidiary of New TopCo) consummates an underwritten public offering pursuant to an effective registration statement covering the common equity of New TopCo (or any successor or subsidiary of New TopCo) (“Company Securities”) that results in such Company Securities being listed on a national securities exchange or quoted on the Nasdaq Stock Market (an “IPO”), then the Significant Unitholders shall be entitled to the following registration rights:

*Demand Rights:* Any Significant Unitholder or group of Significant Unitholders (acting together) that own or hold at least ten percent (10.0%) of all of the Company Securities that are issued and outstanding as of such time may request that New TopCo effect the registration under the Securities Act of a specified number of registrable securities held by such Significant Unitholder(s). Subject to certain exceptions, New TopCo will not be required to effect the demand right more than three times.

*Piggyback Registration:* Any Significant Unitholder shall be entitled to reasonable and customary piggyback registration rights.

Termination of Rights:

The rights of the Unitholders under the New LLC Agreement (other than “Registration Rights” set forth above) shall terminate upon the consummation of an IPO.

Governing Law and Forum:

Delaware.

**EXECUTION VERSION**

**Schedule A**

**Actions Requiring Majority Unitholder and Required Managers Approval**

1. Distributions or dividends made by any of the Companies to Unitholders that own or hold Class A Common Units that are not made to such Unitholders (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by such Unitholders immediately prior to such distribution or dividend), or (b) in the same form.
2. Repurchases or redemptions of Class A Common Units made by any of the Companies that are not made (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by all Unitholders immediately prior to such repurchases or redemptions), or (b) in the same form of consideration.
3. Transfer New TopCo to or domesticate or continue New TopCo in any jurisdiction other than the State of Delaware.
4. Consummate any initial public offering of securities.
5. List any securities on any securities exchange, or register any securities with the United States Securities and Exchange Commission.
6. Convert any Company to a corporation, a statutory trust, a business trust, an association, a real estate investment trust, a common-law trust or any other incorporated or unincorporated business or entity or make any change in any Company's entity classification for U.S. federal income tax purposes.
7. Any of the following: (a) merging with, or consolidating into, another entity, regardless of whether the applicable Company is the survivor, (b) selling, leasing or exchanging all or substantially all of a Company's property and assets, including its goodwill, or (c) consummating any Sale Transaction, in any such case, other than (i) any such transaction that is consummated as an internal restructuring transaction (including the dissolution or merger of any immaterial or dormant Company) or that is consummated as part of a financing transaction, in any such case that is not material to the businesses or operations of the Companies, taken as a whole, and (ii) as set forth in the provision entitled "Drag-Along Rights".

**Exhibit 5**

DIP & Exit ABL Commitment Letter



December 21, 2024

The Container Store Group, Inc.  
The Container Store, Inc.  
500 Freeport Parkway  
Coppell, Texas 75019  
Attn: Mr. Jeff Miller  
Chief Financial Officer

**CONFIDENTIAL**

**\$140 Million Senior Secured (a) Debtor-in-Possession Revolving  
Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter**

Ladies and Gentlemen:

The Container Store Group, Inc., a Delaware corporation ("**Holdings**"), together with its subsidiaries, The Container Store, Inc., a Texas corporation ("**TCS**" or the "**Borrower**"), TCS Gift Card Services, LLC, a Virginia limited liability company ("**TCS Gift**"), C Studio Manufacturing Inc, a Delaware corporation ("**C Studio**"), and C Studio Manufacturing LLC, a Delaware limited liability company ("**C Studio M**"; and together with Holdings, TCS, TCS Gift and C Studio, "**you**"), is considering filing voluntary petitions (the proceedings resulting therefrom, the "**Chapter 11 Cases**") for relief under Title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") in order to implement a restructuring of the Debtors (collectively, the "**Transactions**").

The Borrower has requested certain financing from Eclipse Business Capital LLC and its affiliates (collectively, "**EBC**"), and has asked EBC to provide, subject solely to the conditions expressly set forth herein, (a) a \$140 million senior secured debtor-in-possession revolving credit facility (the "**DIP Revolving Facility**") and the commitments thereunder, the "**DIP Revolving Facility Commitment**", respectively), which DIP Revolving Facility shall be structured in substantially the form of Senior Secured Debtor-In-Possession Revolving Credit Agreement attached hereto as Exhibit A (the "**EBC DIP Credit Agreement**"), and (b) a senior secured revolving exit credit facility as structured in the form and manner set forth in Exhibit B attached hereto (the "**Exit Revolving Facility Commitment**"; together with the DIP Revolving Facility Commitment, collectively, the "**Commitments**").

**A. DIP Revolving Facility Commitment**

The proceeds of the DIP Revolving Facility will be used to (a) refinance certain existing debt of Borrower and its subsidiaries (including the "**Pre-Petition ABL Credit Facility**", as defined in the EBC DIP Credit Agreement), (b) pay fees and expenses related to the DIP Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures of the Borrower and certain of its subsidiaries, and (d) provide for the ongoing working capital needs of Borrower and certain of its subsidiaries, in each case as a debtor-in-possession asset-based senior secured loan financing during the Chapter 11 Cases.



All terms and conditions of the DIP Revolving Facility, including without limitation with respect to maturity, pricing, fees, collateral, representations and warranties, affirmative and negative covenants (including collateral reporting) and events of default shall be as set forth in the EBC DIP Credit Agreement and the other “Loan Documents” (as defined in the EBC DIP Credit Agreement; such documents, the “**DIP Loan Documents**”); provided, that the DIP Revolving Facility Commitment and the DIP Revolving Facility are subject solely to (a) the execution by Holdings and Borrower of that certain Transaction Support Agreement, dated as of December 21, 2024, by and among you and the Consenting Stakeholders (as defined therein) (the “**Transaction Support Agreement**”), (b) the Bankruptcy Court approving a debtor-in-possession term loan facility on terms and conditions substantially consistent with that certain DIP Term Loan Facility Term Sheet, attached as Exhibit 1 to Exhibit B to the Transaction Support Agreement (the “**DIP Term Facility Term Sheet**”) in the Interim DIP Order (as defined in the EBC DIP Credit Agreement), including, without limitation, that such approved debtor-in-possession term loan facility provides for up to \$40.0 million in new money term loans being made available to the Borrower, in each case subject to the terms and conditions of the DIP Term Facility Term Sheet (such debtor-in-possession term loan facility, a “**Conforming DIP Term Loan Facility**”), (c) the negotiation, execution and delivery of the DIP Loan Documents consistent herewith and otherwise reasonably satisfactory to EBC and you, and (d) the satisfaction (or waiver) of conditions set forth in Article IV of the EBC DIP Credit Agreement.

EBC hereby commits to provide 100% of the DIP Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in Article IV of the EBC DIP Credit Agreement.

#### **B. Exit Revolving Facility Commitment**

Based on the information you have provided to us and our discussions to date, EBC is pleased to advise you of its commitment to provide a senior secured, asset-based revolving credit exit facility (the “**Exit Revolving Facility**”) on substantially the terms described in, and subject solely to the satisfaction (or waiver) of the conditions precedent set forth under the heading “Conditions Precedent” in the Exit Facility Term Sheet attached hereto and incorporated herein as Exhibit B (the “**Exit Facility Term Sheet**”; and the credit agreement evidencing the Exit Revolving Facility, the “**Exit Facility Credit Agreement**”) in an aggregate principal amount of \$140 million.

The proceeds of the Exit Revolving Facility will be used to (a) refinance certain existing debt of the Debtors (including those obligations arising under the EBC DIP Credit Agreement) upon Debtors’ emergence from the Chapter 11 Cases, (b) pay fees and expenses related to the Exit Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Debtors post-emergence, in each case as an exit financing from the Chapter 11 Cases in the Bankruptcy Court in accordance with a plan of reorganization substantially consistent with the Plan (as defined in the Transaction Support Agreement) (including any Plan Supplements (as defined in the Transaction Support Agreement) that are not materially adverse to EBC), or otherwise in form and substance reasonably satisfactory to EBC (the “**Plan of Reorganization**”).

EBC hereby commits to provide 100% of the Exit Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent”. EBC hereby agrees that there are no conditions (implied or otherwise) to our commitments in respect of the closing of the Exit Revolving Facility on the Exit Closing Date other than the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” and such other or additional conditions precedent as may be customary for similar such transactions and are reasonably agreed to each party hereto. Upon satisfaction (or waiver by all of the lenders under the Exit Revolving Facility) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” (and such other or additional conditions precedent as may be customary for similar such transactions and are

reasonably agreed to by each party hereto), each party hereto will execute and deliver the definitive documentation for the Exit Revolving Facility to which it is a party, and the closing of the Exit Revolving Facility on the Exit Closing Date (as defined in the Exit Facility Term Sheet) shall occur.

**C. Miscellaneous**

Holdings and Borrower each represents that (a) all written information (other than projections, forecasts, financial estimates and/or projected information (the “**Projections**”) and/or information of a general economic or industry nature (the “**Information**”) that has been or will be made available to EBC by you or any of your representatives in connection with the Transactions and the Commitments, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement 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) and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time such Projections are made available to us; it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized.

Holdings and Borrower each agree (a) to indemnify and hold harmless EBC and its controlled affiliates and their respective directors, officers, employees, advisors, attorneys, agents and other representatives (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages and liabilities that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with this Commitment Letter, the DIP Revolving Facility, the Exit Revolving Facility, the use of the proceeds thereof, or the Transactions or any litigation, investigation or proceeding relating to any of the foregoing (including in relation to enforcing the terms of this paragraph) (each, a “**Proceeding**”), which indemnity shall be effective whether or not any Indemnified Person is a party thereto and whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person promptly upon written demand for any reasonable and documented out-of-pocket legal or other documented out-of-pocket expenses (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to the Indemnified Persons and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected Indemnified Persons); provided, that the foregoing indemnity will not, as to any Indemnified Person, apply (i) to losses, claims, damages, liabilities or related expenses to the extent such loss, claim, damage, liability or related expense is found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from the willful misconduct, bad faith or gross negligence of such Indemnified Person or its controlled affiliates, directors, officers, employees, attorneys, advisors, agents or other representatives (collectively, the “**Related Parties**”), (ii) to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from a material breach of the obligations of such Indemnified Person or its Related Parties under this Commitment Letter or (iii) to the extent arising from any dispute solely among Indemnified Persons (other than a Proceeding against any Indemnified Person in its capacity as an agent or arranger or similar role under the DIP Revolving Facility or the Exit Revolving Facility unless such loss, claim, damage, liability or related expense arise from the willful misconduct, bad faith, or gross negligence of such Indemnified Person (as determined by a court of competent jurisdiction in a final, nonappealable judgment)) not arising out of any act or omission on the part of you or your affiliates; and (b) regardless of whether the Exit Facility Closing Date occurs, to

reimburse EBC and its affiliates for all reasonable and documented out-of-pocket expenses (including, without limitation, due diligence expenses, syndication expenses, financial advisor's fees, consultant's fees, travel expenses, and the fees, charges and, subject to the limitations described below, disbursements of counsel) incurred in connection with the DIP Revolving Facility and Exit Revolving Facility and any related documentation (including this Commitment Letter, and the definitive financing documentation in connection with the DIP Revolving Facility and Exit Revolving Facility) or the administration, amendment, modification or waiver thereof (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to EBC and its affiliates, taken as a whole, and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected persons). No Indemnified Person or any other party hereto shall be liable for any damages arising from the use by others of any information or other materials obtained through electronic, telecommunications or other information transmission systems, including an electronic platform or otherwise via the internet, except to the extent of direct, as opposed to indirect, consequential or punitive damages arising from the gross negligence or willful misconduct of the relevant party. None of the Indemnified Persons or you or any of your or their respective Related Parties of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Revolving Facility, Exit Revolving Facility, or the transactions contemplated hereby and thereby, *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth herein.

You shall not, without the prior written consent of each applicable Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person or any injunctive relief or other non-monetary remedy. You acknowledge that any failure to comply with your obligations under the preceding sentence may cause irreparable harm to EBC and the other Indemnified Persons.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein or therein (including an obligation to negotiate the DIP Loan Documents and the definitive documentation for the Exit Revolving Facility in good faith).

This Commitment Letter shall not be assignable by you without the prior written consent of EBC or by EBC without your prior written consent (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons.

The contents of this Commitment Letter are confidential. Holdings and Borrower each agrees that it will not show, circulate, or otherwise disclose this letter or its contents to any other person, except (i) its affiliates, and its and their officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (ii) as required in a legal, judicial or administrative proceeding or other compulsory process or as requested by any governmental authority or as otherwise required by applicable law, and (iii) in any suit or legal action or proceeding relating to Holdings' or Borrower's exercise of any rights or remedies hereunder. Notwithstanding anything to the contrary in the foregoing, you shall be permitted to provide unredacted copies of the Commitment Letter (and the attachments hereto) to (i) the Consenting Stakeholders under the Transaction Support Agreement, (ii) the term loan lenders under the Conforming DIP Term Loan Facility, (iii) the Bankruptcy Court and the Office of the United States Trustee and any official committee appointed in the Chapter 11 Cases and (iv) any

other party ordered by the Bankruptcy Court, or otherwise as needed in connection with any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, in each case of this clause (iv) in connection with any motion seeking approval of the DIP Revolving Facility, the Exit Revolving Facility and solely for the use of the Bankruptcy Court or such other party in connection with such motion.

EBC shall treat confidentially (i) all information received by it in connection with this Commitment Letter and the transactions contemplated hereby and (ii) the terms and substance of this Commitment Letter; provided, however, that nothing herein shall prevent EBC from disclosing any such information (a) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, (b) upon the request or demand of any regulatory authority having jurisdiction over EBC, (c) to the officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (d) to the extent any such information becomes publicly available other than by reason of disclosure by EBC or officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors in breach of this Commitment Letter, and (e) for purposes of establishing a “due diligence” defense. The provisions of this paragraph shall automatically terminate two years following the date of this Commitment Letter.

The laws of the State of New York (but without giving effect to any choice or conflicts of law provisions or rules (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of New York) shall govern all matters arising out of, in connection with or relating to this letter. The parties hereto consent and agree that the Bankruptcy Court, or if such court shall no longer have jurisdiction over the Chapter 11 Cases, then the state or federal courts located in New York County, New York, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this letter or any transaction contemplated herein. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS LETTER AND ANY TRANSACTIONS CONTEMPLATED HEREIN. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

The provisions of this letter regarding fees and expenses, indemnities, confidentiality and those set forth in the prior two paragraphs (in each case, except as expressly contemplated in such provisions) shall survive the termination or expiration of this letter and shall remain in full force and effect regardless of whether the transaction contemplated herein closes; provided, that if (a) the DIP Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the DIP Revolving Facility shall be superseded and deemed replaced by the terms of the DIP Loan Documents, and (b) if the Exit Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the Exit Revolving Facility shall be superseded and deemed replaced by the terms of the Exit Loan Documents.

This Commitment Letter may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., a “pdf” or “tiff”) will be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract

formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

This Commitment Letter shall automatically (and without further notice or action) expire and terminate on the earliest to occur of the following: (i) with respect to the DIP Revolving Facility Commitment, the execution and delivery of the DIP Loan Documents and the initial funding of the DIP Revolving Facility; (ii) with respect to the Exit Revolving Facility Commitment, the execution and delivery of the definitive documentation for the Exit Revolving Facility and the initial funding of the Exit Revolving Facility; (iii) entry of an order by the Bankruptcy Court converting the Chapter 11 Cases to proceedings under chapter 7 of the United States Bankruptcy Code or dismissing the Chapter 11 Cases; (iv) with respect to the DIP Revolving Facility, the date that is three (3) business days after the Petition Date (as defined in the EBC DIP Credit Agreement) (or, if such third day is not a business day, the first succeeding business day thereafter) unless the Bankruptcy Court shall have entered the Interim DIP Order (as defined in the EBC DIP Credit Agreement and as may be modified by the Bankruptcy Court or the parties hereto prior to its entry, provided such modifications are reasonably acceptable to EBC in form and substance) on or before such date; or (v) with respect to the Exit Revolving Facility, if the effective date of the Plan of Reorganization has not occurred by the Plan Outside Date Milestone (as defined in the Transaction Support Agreement as in effect on the date hereof, and as such date may be extended in accordance with the Transaction Support Agreement).

*[Signatures Appear Following Pages]*

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

**ECLIPSE BUSINESS CAPITAL LLC**

By: 

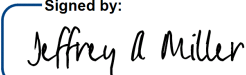
Name: Thomas stone

Title: Authorized Signatory

*[Signatures Continued Next Page]*

Accepted and agreed to:

**THE CONTAINER STORE GROUP, INC.,**  
a Delaware corporation,

By:   
Signed by:  
D093527C2DB1495...  
Name: Jeffrey A. Miller  
Title: Chief Financial Officer  
Date: December 21, 2024

**THE CONTAINER STORE, INC.,**  
a Texas corporation,

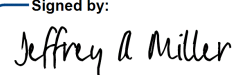
By:   
Signed by:  
D093527C2DB1495...  
Name: Jeffrey A. Miller  
Title: Chief Financial Officer  
Date: December 21, 2024

EXHIBIT A  
Form of Senior Secured Debtor-In-Possession Revolving Credit Agreement  
(see attached)



**R&B DRAFT**  
**12/20/2024**

**SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
ASSET-BASED REVOLVING CREDIT AGREEMENT**

\$140,000,000

Dated as of December [24], 2024

among

THE CONTAINER STORE, INC.,  
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Lead Arranger

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| 5.13        | Subsidiaries and Other Equity Investments                    |
| 5.17        | Intellectual Property Rights                                 |
| 6.02(c)     | Borrowing Base Calculation and Collateral Reporting          |
| 6.12        | Guarantors   |
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| 7.01(b)     | Existing Liens   |
| 7.02        | Existing Indebtedness  |
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| 11.02       | Administrative Agent's Office, Certain Addresses for Notices |

EXHIBITS

*Form of*

|     |  |
|-----|--|
| A-1 | Notice of Borrowing  |
| A-2 | [Reserved]   |
| B   | [Reserved]   |
| C   | [Reserved]   |
| D   | Compliance Certificate   |
| E   | Form of Note   |
| F   | Assignment and Assumption  |
| H-1 | [Reserved]   |
| H-2 | [Reserved]   |
| I   | [Reserved]   |
| J   | [Reserved]   |
| K   | [Reserved]   |
| L   | [Reserved]   |
| M-1 | U.S. Tax Certificate For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes      |
| M-2 | U.S. Tax Certificate For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes          |
| M-3 | U.S. Tax Certificate For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes |
| M-4 | U.S. Tax Certificate For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes     |

SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
ASSET-BASED REVOLVING CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ASSET-BASED REVOLVING CREDIT AGREEMENT (this “Agreement”) is entered into as of December [24], 2024, among THE CONTAINER STORE, INC., a Texas corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “Borrower”), the Guarantors party hereto as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, each lender from time-to-time party hereto (collectively, the “Lenders” and individually, a “Lender”), ECLIPSE BUSINESS CAPITAL LLC (“Eclipse”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December [24], 2024 (the “Petition Date”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) (collectively, the “Chapter 11 Cases”), and each Chapter 11 Debtor has continued and is continuing in the possession of its assets and management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, The Container Store Group, Inc., a Delaware corporation and Chapter 11 Debtor (“Holdings”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured super-priority priming asset-based revolving debtor-in-possession credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement and the Financing Orders (the “ABL DIP Facility”), the proceeds of which shall be used (i) for operating, working capital and other general corporate purposes of the Borrower and the Guarantors, including, together with a portion of the loans made under the DIP Term Facility, to refinance in full on the Closing Date the indebtedness outstanding under the Prepetition ABL Credit Facility (and to cash collateralize letters of credit outstanding thereunder), and (ii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases;

WHEREAS, the Lenders are willing to make Committed Loans to the Borrower, subject to the terms and conditions set forth in this Agreement and the Financing Orders;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and subject to the Carve Out, secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents and the Financing Orders; and

WHEREAS, the relative priority of the Liens under the ABL DIP Facility, the DIP Term Facility and the Prepetition Term Loan Facility with respect to the Collateral granted to secure the Obligations and the “Obligations” as defined in each of the DIP Term Facility and the Prepetition Term Loan Facility shall be as set forth in the Interim Financing Order and the Final Financing Order, as applicable, in each case upon entry thereof by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS AND ACCOUNTING TERMS**

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL DIP Facility**” has the meaning specified in the recitals hereto.

“**ABL DIP Superpriority Claim**” shall have the meaning set forth in the Financing Orders.

“**ABL Priority DIP Collateral**” shall have the meaning specified therefor in the Financing Orders.

“**ABLSoft**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Acceptable Plan of Reorganization**” shall mean a plan of reorganization for each of the Chapter 11 Cases that (i) provides for the termination of the unused commitments under the ABL DIP Facility and the exchange of the Committed Loans and other Obligations hereunder for loans under the Exit ABL Facility (as defined below) and full discharge of the Borrower’s and Guarantors’ Obligations hereunder at emergence, (ii) to the maximum extent permitted by applicable law, contains releases for the Agents and the Lenders in form and substance reasonably satisfactory to the Agents and the Lenders, (iii) is consistent with the Transaction Support Agreement, and (iv) provides for entry into the “Exit ABL Facility” (as defined in the Transaction Support Agreement) with Eclipse as lender and agent (such facility the “**Exit ABL Facility**”). For the avoidance of doubt, the Plan (as defined in the Transaction Support Agreement as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms hereof and thereof) shall be deemed an Acceptable Plan of Reorganization.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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



“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

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

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by (i) the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Bankruptcy Court Order**” shall mean (a) the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement in a manner satisfactory to the Administrative Agent in its reasonable discretion (to the extent any such modification is adverse to the Lenders or Administrative Agent), (b) any other order entered by the Bankruptcy Court (in each case in form and substance satisfactory to the Administrative Agent in its reasonable discretion) regarding, relating to or impacting (i) any rights or remedies of any Credit Party, (ii) the Loan Documents or the DIP Term Loan Documents (including the Borrower’s and the Guarantors’ obligations thereunder), (iii) the Collateral, any Liens thereon or any ABL DIP Superpriority Claims (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or ABL DIP Superpriority Claims), (iv) the use of cash collateral, (v) debtor-in-possession financing, (vi)

adequate protection or otherwise relating to any of the Prepetition Facilities or (vii) any plan of reorganization (it being understood that any Acceptable Plan of Reorganization is in form and substance satisfactory to the Administrative Agent in its reasonable discretion) and (c) any other order entered by the Bankruptcy Court that has not been vacated, reversed or stayed.

“**Approved Budget**” shall mean the “Initial Budget” as defined in the Interim Financing Order, as such budget is modified pursuant to the terms of the Financing Orders and in form and substance reasonably acceptable to the Administrative Agent.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Arranger**” means Eclipse Business Capital LLC.

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

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for each leased Store or distribution center of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State (consistent with the Administrative Agent’s usual practices), (c) 50% of Customer Credit Liabilities, (d) an amount based on

rent which is past due for more than ten days for any of the Borrower's or Subsidiary Guarantors' leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) [reserved], (f) such other reserves established in the Administrative Agent's reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, Permitted Encumbrances, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory, and (j) reserves reasonably calculated to cover the Lenders' exposure for funding the Carve Out, which for the avoidance of doubt, shall be reduced by any amounts then held in the Carve Out Reserve Account (in each case as determined in good faith by the Administrative Agent, including, but not limited to, in accordance with the Approved Budget).

**“Available Tenor”** means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

**“Avoidance Actions”** has the meaning set forth in the Financing Orders.

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

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

**“Bankruptcy Code”** has the meaning specified in the introductory paragraphs hereto.

**“Bankruptcy Court”** has the meaning specified in the introductory paragraphs hereto.

**“Base Rate”** means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ( $\frac{1}{2}\%$ ), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.'s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and

recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

**“Base Rate Committed Loan”** means a Committed Loan that is a Base Rate Loan.

**“Base Rate Loan”** means a Loan that bears interest based on the Base Rate.

**“Benchmark”** means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

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

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

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

**“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such 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 for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes

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

“**Benchmark Replacement Date**” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer 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, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) 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, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such 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 FRB, the NYFRB, the CME Term SOFR Administrator, 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), in each case, 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 no longer, or as of a specified future date will no longer 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 Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

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

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus

- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Carve Out Reserve Account**” has the meaning given to the term “Carve-Out Reserve Account” in the Financing Orders.

“**Carve Out**” shall mean the “Carve Out” as defined in the Financing Orders.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Restricted Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

**“Cash Management Order”** means, as applicable, the interim and final order of the Bankruptcy Court in substantially the form reviewed by the Administrative Agent prior to the Closing Date, together with all extensions, modifications and amendments, in each case, in form and substance reasonably acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Chapter 11 Debtors' use of its existing cash management systems, (b) authorizes the Chapter 11 Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

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

**“CERCLIS”** means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

**“CFC”** means a Person that is a controlled foreign corporation under Section 957 of the Code.

**“Change in Law”** means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender's or L/C Issuer's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

**“Chapter 11 Cases”** has the meaning specified in the introductory paragraphs hereto.

**“Chapter 11 Debtors”** has the meaning specified in the introductory paragraphs hereto.

**“Class”** when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and



when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

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

“**Collateral**” means all of the “DIP Collateral” (or equivalent term) as defined in the Interim Financing Order (and, when entered, the Final Financing Order).

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Financing Orders and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December [20], 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

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

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**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.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

“**Credit Card Receivables Component**” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“**Credit Extensions**” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Credit Party**” means, individually, and “**Credit Parties**” means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“**Credit Party Expenses**” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and

external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

**“Customer Credit Liabilities”** means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

**“Customs Broker Agreement”** means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

**“Daily Simple SOFR”** means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

**“DDA”** means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

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

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Default Rate”** means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

**“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**“Defaulting Lender”** means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

**“Dilution”** means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

**“Dilution Reserve”** shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

**“DIP Facilities”** shall mean, collectively, the ABL DIP Facility and the DIP Term Facility.

“**DIP Term Facility**” shall mean the term loan credit facility evidenced by the DIP Term Loan Documents, including commitments and loans thereunder.

“**DIP Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the DIP Term Loan Agreement or by the DIP Term Loan Agent pursuant to the DIP Term Facility as set forth therein in the DIP Term Loan Agreement.

“**DIP Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the DIP Term Loan Agreement.

“**DIP Term Loan Agreement**” shall mean that certain Senior Secured Super-Priority Priming Debtor-In-Possession Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the DIP Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Documents**” shall mean the DIP Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the DIP Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Obligations**” shall mean the “Obligations” as defined in the DIP Term Loan Agreement.

“**Discharge of Term Obligations**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“**Disqualified Equity Interests**” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date.

“**Dividing Person**” has the meaning specified in the definition of “Division.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “**Dividing Person**”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“**Division Successor**” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“**Dollar**”, “**dollars**” and “**\$**” mean lawful money of the United States.

“**Domestic Subsidiary**” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“**Drawing Document**” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

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

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

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

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

“**Eligible Assignee**” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“**Eligible Accounts**” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or

such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];
- (f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;
- (g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;
- (h) it is payable in a currency other than Dollars or Canadian Dollars;
- (i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;
- (j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien;

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such



Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a “Business Activity Report” (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.13 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

**“Eligible In-Transit Inventory”** means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

**“Eligible Inventory”** means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

- (a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;
- (b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;
- (c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located in the United States of America (excluding Puerto Rico and other territories or possessions of the United States).
- (d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;
- (e) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (subject to the priorities set forth in the Financing Orders;
- (f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;
- (g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;
- (h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;
- (i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere

with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

**“Eligible Letter of Credit”** means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

**“Enhanced Collateral Trigger Event”** means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

**“Environmental Laws”** means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

**“Environmental Liability”** means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Restricted Subsidiaries 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 pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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

**“Equity Interests”** means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and

whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“**Equity Investors**” means Holdings, the Sponsor and the Management Stockholders.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

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

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
  - (i) the Borrowing Base; or
  - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

**“Excluded Account”** means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) trust accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards and (g) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

**“Excluded Swap Obligation”** means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’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 such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

**“Excluded Taxes”** means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

**“Existing Credit Agreement”** means that certain Credit Agreement dated as of April 6, 2012 among the Borrower, the guarantors party thereto, the Administrative Agent, the lenders party thereto and the other agents party thereto, as amended.

**“Existing Letters of Credit”** means the Letters of Credit set forth on Schedule 2.03.

**“Facility”** means the Commitments, Loans and other Credit Extensions under this Agreement.

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

**“Federal Funds Effective Rate”** means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**Financing Orders**” shall mean, collectively, the Interim Financing Order and the Final Financing Order.

“**Final Financing Order**” shall have the meaning assigned to such term in Section 4.02(e).

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and the Financing Orders).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Floor**” means 2.00%.

“**Foreign Lender**” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

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

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

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

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

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

“**Guarantee**” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, 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 or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower (in each case pursuant to the terms and conditions hereof and of the Financing Orders).

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or



asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be

deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of April 6, 2012, by and among JPMorgan Chase Bank, N.A., as ABL Agent, and JPMorgan Chase Bank, N.A., as Term Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as further amended by the Financing Orders, including to add the Agents and the DIP Term Loan Agents thereto.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Maturity Date.

“**Interim Financing Order**” shall have the meaning assigned to such term in Section 4.01(i).

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“**IRS**” means the United States Internal Revenue Service.

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

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

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and

administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

**“Letter of Credit Disbursement”** means a payment made by an L/C Issuer pursuant to a Letter of Credit.

**“Letter of Credit Expiration Date”** means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

**“Letter of Credit Fee”** has the meaning specified in Section 2.09(c).

**“Letter of Credit Sublimit”** means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest 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 Estate, and any Capital Lease Obligations having substantially the same economic effect as any of the foregoing).

**“Liquidation”** means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

**“Loan”** means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

**“Loan Account”** has the meaning assigned to such term in Section 2.11(a).

**“Loan Documents”** means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents (including the Financing Orders), (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Management Agreement”** means the Amended and Restated Management Services Agreement dated as of September 1, 2011 between Leonard Green & Partners, L.P. (or any Affiliate of Leonard Green & Partners, L.P. to which such agreement has been assigned) and the Borrower as in effect as of the Closing Date or as amended in any manner not materially adverse to the Lenders.

**“Management Stockholders”** means the members of management of Holdings or any of its Subsidiaries who are investors in Holdings or any direct or indirect parent thereof on the Closing Date.

**“Material Adverse Effect”** means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Restricted Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Material Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Material Subsidiary of any Loan Document to which it is a party (in each case, other than (i) the commencement of a proceeding under the Bankruptcy Code and the filing of the Chapter 11 Cases, (ii) the events and conditions related to or that led to the commencement of the Chapter 11 Cases, (iii) events that customarily and reasonably result from the commencement of the Chapter 11 Cases (in each case, other than matters affecting the Loan Parties that are not subject to the automatic stay) and any action required to be taken under the Loan Documents or under an order of the Bankruptcy Court, and (iv) the consummation of the transactions contemplated or actions required to be taken pursuant to the Approved Bankruptcy Court Orders or the Approved Plan of Reorganization).

**“Material Indebtedness”** means Indebtedness (other than the Obligations) of any of Holdings or any of its Restricted Subsidiaries in an aggregate principal amount exceeding \$10.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

**“Material Intellectual Property”** means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Restricted Subsidiaries.

**“Material Subsidiary”** means, at any date of determination, any Restricted Subsidiary or group of Restricted Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

**“Maturity Date”** has the meaning specified in Section 2.07(a).

**“Maximum Rate”** has the meaning specified in Section 11.09.

**“Measurement Period”** means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Restricted Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

**“Moody’s”** means Moody’s Investors Service, Inc. and any successor thereto.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Restricted Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Restricted Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of the Chapter 11 Cases or any other proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Official Committee**” means any official committee of unsecured creditors appointed in any of the Chapter 11 Cases.

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

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

**“Other Taxes”** means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

**“Outstanding Amount”** means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

**“Overadvance”** means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

**“Overnight Bank Funding Rate”** means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

**“Participant”** has the meaning specified in Section 11.06(d).

**“Participant Register”** has the meaning specified in Section 11.06(d).

**“Payment”** has the meaning specified in Section 9.18(a).

**“Payment Notice”** has the meaning specified in Section 9.18(b).

**“PBGCC”** means the Pension Benefit Guaranty Corporation.



“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Restricted Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Restricted Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and

- (d) Together with all other Permitted Overadvances then outstanding, shall not
- (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
  - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for "inadvertent Overadvances" (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such "inadvertent Overadvances" shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

**"Permitted Prior Liens"** has the meaning set forth in the Financing Orders.

**"Permitted Protest"** means the protest by the Borrower or any Restricted Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Restricted Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

**"Permitted Refinancing Indebtedness"** means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Restricted Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

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

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition ABL Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition ABL Credit Agreement.

“**Prepetition ABL Credit Agreement**” shall mean that certain Credit Agreement, dated as of April 6, 2012, by and among the Borrower and the Guarantors party thereto, the lenders party thereto, the Prepetition ABL Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“**Prepetition ABL Credit Facility**” shall mean a senior secured asset-based revolving credit facility made available to the Borrower pursuant to the Prepetition ABL Credit Agreement.

“**Prepetition ABL Debt**” means the “Prepetition ABL Secured Obligations” as defined in the Interim Financing Order or, after entry thereof, the Final Financing Order.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prepetition Debt**” shall mean collectively, the Prepetition ABL Debt and the Prepetition Term Debt.

“**Prepetition Facilities**” shall mean, collectively, the Prepetition ABL Credit Facility and the Prepetition Term Loan Facility.

“**Prepetition Term Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent for the Prepetition Term Lenders.

“**Prepetition Term Debt**” means the “Obligations” as defined in the Prepetition Term Loan Credit Agreement.

“**Prepetition Term Lenders**” shall mean the lenders party to the Prepetition Term Loan Credit Agreement.

**“Prepetition Term Loan Credit Agreement”** shall mean that certain Senior Secured Term Loan Agreement, dated as of April 6, 2012, by and among the Borrower and Guarantors party thereto, the Prepetition Term Lenders, the Prepetition Term Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

**“Prepetition Term Loan Documents”** shall mean the Prepetition Term Loan Credit Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Prepetition Term Loan Credit Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

**“Prepetition Term Loan Facility”** shall mean a senior secured term loan credit facility made available to the Borrower pursuant to the Prepetition Term Loan Credit Agreement.

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

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

**“Public Lender”** has the meaning specified in Section 6.02.

**“Public Offering”** means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

**“Real Estate”** means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

**“Reference Time”** with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

**“Register”** has the meaning specified in Section 11.06(c).

**“Registered Public Accounting Firm”** has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

**“Regulation T”** means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

**“Regulation U”** means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

**“Regulation X”** means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

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

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

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

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) by the Borrower or any of its Restricted Subsidiaries with respect to any Equity Interest of Holdings or any of its Restricted Subsidiaries, or any payment by the Borrower or any of its Restricted Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of

any such Equity Interest, or on account of any return of capital to Holdings' or any of its Restricted Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof). For the avoidance of doubt, payments made pursuant to the Management Agreement shall not be considered Restricted Payments.

**“Restricted Subsidiary”** means any Subsidiary of Holdings other than an Unrestricted Subsidiary. In all events, the Borrower shall be deemed a Restricted Subsidiary of Holdings. A Restricted Subsidiary of Holdings that is also a Subsidiary of the Borrower shall also be deemed to be a Restricted Subsidiary of the Borrower.

**“S&P”** means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

**“Sanctioned Country”** means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson 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, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

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

**“Scheduled Maturity Date”** has the meaning specified in Section 2.07(a).

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

**“Second Priority”** means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents (subject to Permitted Liens and the Financing Orders).

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Securities Laws”** means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

**“Settlement Date”** has the meaning specified in Section 2.14(a).

**“Shrink”** means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

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

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Sponsor**” means Leonard Green & Partners, L.P., a Delaware limited partnership.

“**Standard Letter of Credit Practice**” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“**Stated Amount**” means at any time the maximum amount for which a Letter of Credit may be honored.

“**Store**” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Restricted Subsidiary.

“**Subordinated Indebtedness**” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“**Subsidiary Guarantors**” means collectively, all Restricted Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

**“Supermajority Lenders”** means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

**“Swap Contract”** means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

**“Swap Obligation”** means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

**“Swedish Credit Facility”** means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

**“Swing Line”** means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

**“Swing Line Lender”** means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

**“Swing Line Loan”** has the meaning specified in Section 2.04(a).

**“Swing Line Sublimit”** means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

**“Synthetic Debt”** means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to



function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Restricted Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“**Term Benchmark**” 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 Term SOFR Rate.

“**Term Loan Documents**” means, individually and collectively, the DIP Term Loan Documents and the Prepetition Term Loan Documents.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the DIP Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL DIP Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the repayment and termination of

the Prepetition ABL Credit Facility, (d) the consummation of any other transactions in connection with the foregoing and (e) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means fees and expenses incurred in connection with the closing of this Agreement and the Term Facility.

“**Transaction Support Agreement**” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December [20], 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonable acceptable to the Administrative Agent accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

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

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” 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.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

**“Unrestricted Subsidiary”** means (a) each Subsidiary of Holdings listed on Schedule 5.13 and designated as an “Unrestricted Subsidiary,” (b) any Subsidiary of Holdings designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.18 subsequent to the date hereof, and (c) any Subsidiary of an Unrestricted Subsidiary; provided, that no Subsidiary of Holdings may be designated as Unrestricted Subsidiary after the Closing Date.

**“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 Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

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

**“U.S. Loan Party”** means any Loan Party that is organized under the laws of one of the states of the United States of America and that is not a CFC.

**“U.S. Special Resolution Regimes”** has the meaning specified in Section 11.22.

**“U.S. Tax Compliance Certificate”** has the meaning specified in Section 3.01(g)(iii).

**“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.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The 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, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) 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 thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory

and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

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

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

## ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “**Committed Loan**”) to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender’s Commitment, or (y) such Lender’s Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

#### 2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there

are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

## 2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the



rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the

beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or

notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by,

and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a “Swing Line Loan”) to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender’s Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender’s Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender’s Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower’s irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender’s Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof)

and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time

during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

#### 2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.



(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Restricted Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the DIP Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

#### 2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

#### 2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the earliest of (a) the date twenty-four (24) months from the Closing Date (the “**Scheduled Maturity Date**”) (b) 45 days after the Petition Date (or such later date as the Administrative Agent may approve in writing in its sole discretion) if the Final Financing Order has not been entered prior to the expiration of such period, (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be

no later than the “effective date” thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (d) the consummation of a sale of all or substantially all of the assets of the Chapter 11 Debtors under section 363 of the Bankruptcy Code, and (e) the acceleration of the Loans and the termination of the Commitments in accordance with this Agreement (the earliest of such dates, the “**Maturity Date**”). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted) including by exchange of the Obligations into loans under the Exit ABL Facility in accordance with an Acceptable Plan of Reorganization, and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Maturity Date and in accordance with Section 2.04(c).

(c) Notwithstanding anything to the contrary herein, pursuant to the Commitment Letter, subject to the sole to the satisfaction (or waiver) of the conditions precedent set forth therein, the Loans, including all accrued and unpaid interest thereon and all other Obligations hereunder shall be converted into loans under the Exit Revolving Facility (as defined in the Commitment Letter), and the Aggregate Commitments hereunder shall terminate and be replaced by commitments under the Exit Revolving Facility, in each case, upon the effectiveness of the Plan of Reorganization (as defined in the Commitment Letter).

#### 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

#### 2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the “**Commitment Fee**”) equal to a 0.50% per annum (the “**Commitment Fee Rate**”), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment

Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. 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, subject to Section 2.12(a), bear interest for one 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. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

#### 2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of

such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

## 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

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

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower 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 Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Restricted Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

#### 2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, 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 hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

### **ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term "Lender" in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative

Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable 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 Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) 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. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a



Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. 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 Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties 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 Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from

such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree 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 or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender 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 subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

### 3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) 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 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 or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Base Rate Borrowing. 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 the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

### 3.03 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

#### **ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

- (i) executed counterparts of this Agreement by each of the parties hereto;
- (ii) a Note executed by the Borrower in favor of each Lender requesting a Note;
- (iii) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,
- (iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;
- (v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;
- (vi) [reserved];
- (vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;
- (viii) [reserved];
- (ix) [reserved];
- (x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the Prepetition ABL Credit Facility and all commitments thereunder, the repayment in full of all Indebtedness and other amounts owing thereunder, and the cash collateralization of the Existing Letters of Credit, and the termination and release by the Prepetition ABL Agent, except as otherwise provided in the Interim Financing Order, of any interest in and to any assets and properties of each Borrower and Guarantor securing the Prepetition ABL Credit Facility, except as otherwise provided in the Interim Financing Order, duly authorized, executed (to the extent applicable) and delivered by it or each of them; and
- (xi) copies of documentation for the DIP Term Facility, which documentation shall include the DIP Term Loan Agreement and all exhibits and schedules thereto and the DIP Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than November 23, 2024.

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Administrative Agent shall have received evidence, in form and substance satisfactory to Administrative Agent, that Administrative Agent has a valid perfected first priority security interest in all of the ABL Priority DIP Collateral (having the priority set forth in the Interim Financing Order).

(g) The Borrower and each Guarantor shall be a debtor and a debtor-in-possession. All of the “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) of the type referred to in clause (a) (other than the Final Financing Order) and (b) of the definition of “Approved Bankruptcy Court Order” shall be in form and substance satisfactory to the Administrative Agent and the Lenders in their reasonable discretion, and all other “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

(h) The Cash Management Order shall have been entered by the Bankruptcy Court, which Cash Management Order shall be in full force and effect and shall not have been (x) stayed, vacated or reversed, or (y) amended or modified except as otherwise agreed to in writing by Administrative Agent in its reasonable discretion.

(i) Not later than three (3) Business Days following the commencement of the Chapter 11 Cases (or such later date as the Administrative Agent may agree), an interim order approving the Loan Documents in form and substance satisfactory to each of the Lenders in its reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the “**Interim Financing Order**”) shall have been entered by the Bankruptcy Court, which Interim Financing Order shall, among other things, (i) have been entered on such prior notice to such parties as may be satisfactory to the Lenders in their reasonable discretion, (ii) authorize the extensions of credit in respect of the DIP Facilities, each in the amounts and on the terms set forth herein, (iii) grant the DIP Superpriority Claims status and other Collateral and Liens referred to herein and in the other Loan Documents, (iv) approve the payment by the Borrower of the fees provided for herein and under the Fee Letter, (v) approve the repayment in full of the Prepetition ABL Credit Agreement from the proceeds of the DIP Facilities and, upon the indefeasible repayment of the Prepetition ABL Debt, the release of all Liens securing the Prepetition ABL Debt and (vi) not have been (A) stayed, vacated or reversed, or (B) amended or modified except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion. The Administrative Agent shall have received a signed copy of the Interim Financing Order.

(j) No trustee or examiner (other than a fee examiner) having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner) shall have been appointed or elected, or the Borrower or any Guarantor shall have applied for, consented to, or acquiesced in, any such appointment, with respect to the Borrower and the Guarantors, any of their Chapter 11 Debtor subsidiaries or their respective properties.

(k) There shall exist no unstayed action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Borrower and the Guarantors) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases, the events and circumstances leading thereto, and the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that would reasonably be expected to have a Material Adverse Effect;

(l) An Acceptable Plan of Reorganization shall have been filed in the Chapter 11 Cases with the Bankruptcy Court.

(m) [Reserved].

(n) [Reserved].

(o) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of DIP Term Loans on the Closing Date), both (i) Excess Availability shall be no less than \$20,000,000 and (ii) the sum of Excess Availability and the Loan Parties' cash on hand (including, without limitation, all cash on deposit in the DIP Proceeds Account (as defined in the Interim Financing Order), the Carve Out Reserve Account and the operating accounts of the Loan Parties, but excluding any Letter of Credit Cash Collateral (as defined in the Interim Financing Order)) shall be no less than \$45,000,000.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Solely with respect to the making of Loans or issuance of Letters of Credit occurring on or after the date that is 45 days after the entry of the Interim Financing Order (or such later date as the Administrative Agent may approve in writing in its reasonable discretion, a final order approving the Loan Documents in form and substance satisfactory to Required Lenders in their reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the "**Final Financing Order**") (it being understood and agreed that an order entered by the Bankruptcy Court substantially in the form of the Interim Financing Order, with only such modifications as are required to reflect the interim relief being approved on a final basis and otherwise satisfactory in form and substance to the Required Lenders in their reasonable discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to the Administrative Agent), (i) shall have been entered by the Bankruptcy Court and shall be in full force and effect and (ii) shall not have been (A) vacated,



reversed, or stayed, or (B) amended or modified in a manner adverse to the Administrative Agent or Lenders, except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion.

(e) The Interim Financing Order or, after entry thereof, the Final Financing Order, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner in a manner adverse to the Administrative Agent or Lenders.

(f) The Cash Management Order shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner.

(g) The making of such Loan or the issuance of such Letter of Credit shall not result in the principal amount of the Committed Loans, Swing Line Loans and Letter of Credit Obligations outstanding with respect to the Borrower exceeding the amount authorized by the Interim Financing Order or the Final Financing Order, as applicable.

(h) The Transaction Support Agreement shall be in full force and effect, and (i) no breach, default or event of default shall have occurred or be continuing thereunder (after giving effect to all relevant grace and/or cure periods) except to the extent waived or cured in accordance with the terms thereof and (ii) the Transaction Support Agreement shall not have been amended, restated, supplemented or otherwise modified in a manner adverse to the Credit Parties, unless the Administrative Agent has previously consented to any such amendment, restatement, supplement or other modification.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Restricted Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the entry of the Financing Orders and any restrictions arising on account of such Loan Party's status as a "debtor" under the Bankruptcy Code, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) subject to the entry of the Financing Orders, conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) subject to the entry of the Financing Orders, violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Financing Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. Upon entry by the Bankruptcy Court of the Financing Orders, this Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. Except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Restricted

Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Subject to the entry of the Financing Orders, each Loan Party and each of the Restricted Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Restricted Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Subject to the entry of the Financing Orders, the properties and assets of each Loan Party and each of the Restricted Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Restricted Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Restricted Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent

to any such property; (ii) none of the properties to which any Loan Party or any Restricted Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Restricted Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Restricted Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary.

(c) (i) Neither any Loan Party nor any Restricted Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Restricted Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Restricted Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver

or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Restricted Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Restricted Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Restricted Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Restricted Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Restricted Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Restricted Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 [Reserved].

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Restricted Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or

obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. Subject to the entry of the Financing Orders, the provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable fully-perfected First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein.

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Restricted Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL DIP Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations).

**ARTICLE VI  
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 105 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;



(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent; and

(e) simultaneously with the delivery of each set of financial statements referred to in (i) Section 6.01(a), Section 6.01(b) and Section 6.01(c) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and variable interest entities (if any) from such financial statements and (ii) Section 6.01(a) and Section 6.01(b) above, a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(b), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete and (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event;

(k) promptly, all such financial and other information as the Administrative Agent shall reasonably request relating to (i) the Collateral, (ii) the assets and business and operations of the Borrowers, Guarantors and their respective Subsidiaries, (iii) the Chapter 11 Cases and (iv) the compliance with any Term Loan Document;

(l) (i) as soon as practicable (and, in any event, at least two (2) Business Days to the extent practicable or such shorter period as agreed by the Administrative Agent in its sole discretion) in advance of filing with the Bankruptcy Court) or to the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent the proposed Final Financing Order and all other

proposed orders and pleadings related to any of the DIP Facilities, any other financing or any use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, having a value in excess of \$1,000,000, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to any official committee appointed in any of the Chapter 11 Cases (or the professionals to any such committee) or the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower and the Guarantors or other Indebtedness of the Borrower and the Guarantors or, to the extent not required to be delivered pursuant to subclause (i) above, any request for relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure that may be filed with the Bankruptcy Court or delivered to any official committee appointed in any of the Chapter 11 Cases (or the professional to any such committee); and

(m) promptly (and no later than one (1) Business Day) following delivery to the DIP Term Loan Agent or the lenders under the DIP Term Loan Agreement, copies of any material report or other information required to be delivered thereto pursuant to the terms of the DIP Term Loan Agreement to the extent such report or information is not otherwise required to be delivered to the Agents or Lenders hereunder.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth

in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Restricted Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;
- (e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of (A) \$15.0 million, in the case of Term Priority Collateral or (B) \$10.0 million, in the case of ABL Priority DIP Collateral;
- (f) of any change in Holdings’ or the Borrower’s chief executive officer or chief financial officer;
- (g) any termination, withdrawal or resignation of Holdings’ or the Borrower’s Registered Public Accounting Firm; and
- (h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Restricted Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except

for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc (a) Subject to necessary Bankruptcy Court approval, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. Except pursuant to any necessary Bankruptcy Court approval (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Restricted Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause).

(b) [Reserved].

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$10.0 million in any Fiscal Year such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$10.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Subject to the Financing Orders, comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Restricted Subsidiaries, as the case may be.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Subject to the Financing Orders, use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Borrower and its Subsidiaries, (ii) to refinance in full, on the Closing Date, the Prepetition ABL Credit Facility (and to cash collateralize the Existing Letters of Credit), and (iii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 [Reserved].

6.13 [Reserved].

6.14 Physical Inventories. Cause at least one (1) physical perpetual "cycle count" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. (a) Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (b) subject to the terms of the Financing Orders, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgements, and take all such further actions that may be required under any applicable Law and which the Administrative Agent reasonably requests to ensure the creation, perfection and priority of the Liens created or intended to be created under the Financing Orders.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 Designation of Subsidiaries. The board of directors of Holdings may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default shall have occurred and be continuing, (ii) the Borrower may not be designated as an Unrestricted Subsidiary, (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of the Term Loan Documents, (iv) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (v) no Unrestricted Subsidiary shall own any Equity Interests in any Restricted Subsidiary (vi) no Unrestricted Subsidiary shall hold any Indebtedness of, or any Lien on any property of, the Borrower or any Restricted Subsidiary, (vii) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with the Borrower and its Restricted Subsidiaries that would not be permitted by Section 7.08, and (viii) none of Holdings or any of its Restricted Subsidiaries shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Holdings and its Restricted Subsidiaries therein at the date of designation in an amount equal to the net book value of Holdings' or such Restricted Subsidiary's (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time. The Borrower shall cause each of the Restricted Subsidiaries and Unrestricted Subsidiaries to satisfy customary corporate and other formalities.

6.19 [Reserved].

6.20 Certain Other Bankruptcy Matters.

(a) The Borrower, the Guarantors and their Subsidiaries shall comply (i) in all material respects, after entry thereof, with all of the requirements and obligations set forth in the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (ii) in all material respects with the terms of all entered orders of the type listed in clause (b) of the definition of "Approved Bankruptcy Court Order", and the terms of such orders must comply with, and be modified only in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order and (iii) in all material respects, after entry thereof, with the orders (to the extent not covered by subclause (i) or (ii) above) approving the Chapter 11 Debtors' "first day" and "second day" relief obtained in the Chapter 11 Cases, as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order".

(b) The Borrower and the Guarantors shall provide at least five (5) Business Days' (or such shorter notice acceptable to the Administrative Agent in its sole discretion) prior written notice to the Administrative Agent and its advisors prior to any rejection of the Borrower's or any Guarantor's or any other Subsidiary's material contracts or material non-residential real property leases pursuant to Section 365 of the Bankruptcy Code, and no such contract or lease shall be rejected, if such rejection adversely affects in any material respect the ABL Priority DIP Collateral, any Liens thereon or any DIP Superpriority



Claims payable therefrom (including, without limitation, any sale or other disposition of ABL Priority DIP Collateral or the priority of any such Liens or DIP Superpriority Claims) if the Administrative Agent informs the Borrower and the Guarantors in writing within three (3) Business Days of receipt of the notice from the Borrower and Guarantors referenced above that it objects to such rejection.

## ARTICLE VII NEGATIVE COVENANTS<sup>1</sup>

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Restricted Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "**Permitted Liens**"):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(e), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(e);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Restricted Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

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<sup>1</sup> The negative covenants will be substantially conformed to the DIP Term Loan Agreement, once that agreement is finalized.

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(i);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens on the Collateral securing the Prepetition Term Debt and the DIP Term Loan Obligations having the priority set forth in the Financing Orders;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Restricted Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Restricted Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Foreign Subsidiaries securing Indebtedness or other obligations of Foreign Subsidiaries permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$[●]; provided that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or

(ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

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

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Restricted Subsidiaries existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations, and (ii) such Swap Contract does not contain any provision exonerating the counterparty to such Swap Contract from its obligation to make payments on outstanding transactions to the Borrower or the Restricted Subsidiaries (notwithstanding that the Borrower or a Restricted Subsidiary is the defaulting party);

(b) (i) Indebtedness of a Restricted Subsidiary of the Borrower owed to the Borrower or to another Restricted Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Restricted Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the DIP Term Facility and the Prepetition Term Facility.

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$50.0 million;

(h) Permitted Holdco Debt;

(i) Indebtedness of any Person that becomes a Restricted Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Restricted Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(j) [reserved];

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$[●] at any time outstanding;

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$[●] outstanding at any time; and

(m) other Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed \$[●] outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Restricted Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Restricted Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Restricted Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Restricted Subsidiaries in Restricted Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Restricted Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and

(iv) [reserved];

(d) 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, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) [reserved];

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Restricted Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; provided further that any payments by Borrower or any of its Restricted Subsidiaries attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or to any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Restricted Subsidiaries not exceeding (x) \$[●] in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Restricted Subsidiaries of principal or capital of any such Investment

or (y) \$[●] in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(h)(ii) or Section 7.03(c)(iv) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 7.04

(p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation; and

(q) Guarantees by the Borrower or any of the Restricted Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Restricted Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries, provided that when any Loan Party is merging with another Restricted Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Restricted Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) in connection with any acquisition permitted under Section 7.03, any Restricted Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Restricted Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary that is not a Material Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Restricted Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Restricted Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04(a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(vi) and (a)(vii);

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Restricted Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Restricted Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Restricted Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably

acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of licenses of Intellectual Property in the ordinary course of business, which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(h) Dispositions by the Borrower and the Restricted Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property Disposed of in reliance on this clause (h) in any Fiscal Year of the Borrower shall not exceed \$[●]; provided that an additional aggregate book value of not more than \$[●] per year of property held by Foreign Subsidiaries may be Disposed of in reliance on this clause (h) and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Restricted Subsidiary in cash (with an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Restricted Subsidiary by a purchaser in connection with the applicable Disposition shall be deemed to be cash for the purposes of this clause (iii));

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) any issuance or sale of Equity Interests in, or sale of Indebtedness or other securities of, an Unrestricted Subsidiary;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from (x) any Loan Party to any Subsidiary that is not a Guarantor or (y) from any Restricted Subsidiary that is not a Guarantor to any Unrestricted Subsidiary.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Restricted Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) the Borrower and each of its Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its



direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower and any dividends by Borrower attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) the Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Restricted Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$5.0 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) [reserved];

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Restricted Subsidiary);

(i) [reserved];

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) of this Section 7.06 and (ii) no Event of Default occurred and was continuing; and

(k) [reserved];

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Restricted Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties (or any Unrestricted Subsidiary, whether or not an Affiliate of any Loan Party), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Restricted Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Restricted Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03 (other than Investments in any Equity Investor or a portfolio company owned or controlled by an Equity Investor (other than any Loan Party)); and (iii) any Restricted Payment permitted by Section 7.06;

(c) [reserved];

(d) employment, consulting (exclusive of the Management Agreement) and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction;

(i) customary payments by the Borrower and any of its Restricted Subsidiaries to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures), which payments are approved by a majority of the disinterested members of the board of directors of Holdings in good faith;

(j) transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view;

(k) investments by the Sponsor or the Equity Investors in securities of Holdings, the Borrower or any of the Restricted Subsidiaries so long as (i) the investment is being offered generally to

other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Restricted Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Restricted Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of Borrower, (ii) of any Restricted Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Restricted Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents (as in effect on the Closing Date), (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Restricted Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Restricted Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (vii) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Restricted Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the

Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except to the extent permitted by an Acceptable Bankruptcy Court Order.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence (including any public company activities), (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, the DIP Term Loan Documents, the Financing Orders and agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section and (i) any other activities required under Approved Bankruptcy Court Orders.

7.14 [Reserved].

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Restricted Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Restricted Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.17 Additional Bankruptcy Matters.

(a) Assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders.

(b) Subject to the terms of the Financing Orders, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred).

(c) Except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with

the prior consent of the Administrative Agent or (iii) as provided pursuant to any Approved Bankruptcy Court Order, make any payment or distribution on account of any Prepetition Debt or any other Indebtedness arising prior to the Petition Date.

(d) Use Cash Collateral (as defined in the Financing Orders) of any Lender or Agent under Section 363 of the Bankruptcy Code other than as expressly provided for in the any Approved Bankruptcy Court Order as may be otherwise expressly permitted pursuant to the Loan Documents.

(e) Obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Interim Financing Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) Challenge the application of any payments authorized by the Interim Financing Order to the Administrative Agent or Lenders.

(g) Propose, support or have a plan of reorganization or liquidation (other than an Acceptable Plan of Reorganization) that does not provide for the payment in full in cash (or exchange into loans under the Exit ABL Facility) in full satisfaction of all Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents.

(h) Challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of Administrative Agent's post-petition liens and claims.

#### **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, or Article VII; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Restricted Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases (including for the avoidance of doubt, any Prepetition Term Loan Obligations), (i) any Loan Party or any Restricted Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Restricted Subsidiary as a result thereof is greater than \$20.0 million; or

(g) [Reserved].

(h) [Reserved].

(i) Judgments. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases, there is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings,

the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) [Reserved]; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.13 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01 and the Financing Orders), on the Collateral purported to be covered thereby, either with an aggregate fair market value for such Collateral of (A) \$10.0 million or more, in the case of Term Priority Collateral, or (B) \$5.0 million or more, in the case of ABL Priority DIP Collateral, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

(n) Bankruptcy Matters.

(i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or the Borrower or any Guarantor files a motion or other pleading seeking entry of such an order or supports or fails to promptly oppose such dismissal or conversion; or

(ii) a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, any Loan Party applies for, consents to, supports, acquiesces in or fails to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Required Lenders in their reasonable discretion; or

(iii) the entry of an order (1) staying, reversing or vacating the Interim Financing Order or the Final Financing Order (as applicable) or (2) modifying or amending the Interim Financing Order (after the initial entry thereof) or Final Financing Order, as applicable, in a manner adverse in any respect to the Credit Parties, other than in the case of clause (2) in form and substance satisfactory to the Required Lenders in their reasonable discretion, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent in its reasonable discretion; or

(iv) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by any of the Loan Parties and the Chapter 11 Debtors have not obtained use of cash collateral (consensually or non-consensually);

(v) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow any third party to proceed with foreclosure (or the granting of a deed in lieu of foreclosure or the like) against any assets of the Loan Parties with a value in excess of \$1,000,000 in the aggregate;

- (vi) subject to the terms of the financing orders, the entry of a final non-appealable order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Lenders or the commencement of other actions by the Loan Parties that challenges the rights and remedies of any of the Agents or the Lenders under the ABL DIP Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents;
- (vii) without the prior written consent of the Administrative Agent, any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing (x) financing under Section 364 of the Bankruptcy Code (other than the DIP Facilities) or (y) the sale of all or substantially all of the Loan Parties' assets (unless such order contemplates payment in full in cash of the Obligations), except, for the avoidance of doubt, the DIP Term Facility; or
- (viii) the filing or support of any pleading by any Loan Party (or any direct or indirect parent thereof) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above, unless such filing or any pleading is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders;
- (o) the making of any material payments in respect of prepetition obligations other than (i) to the extent permitted by an Approved Bankruptcy Court Order (and not otherwise prohibited by this Agreement or any other Approved Bankruptcy Court Order then in effect), or (ii) as otherwise agreed to in writing by the Administrative Agent;
- (p) the entry of the Final Financing Order shall not have occurred within 45 days after the Petition Date;
- (q) an order of the Bankruptcy Court granting, other than in respect of the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders) and the Carve Out or as otherwise permitted under the applicable Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pari passu with or senior to the claims of the Agents and the Lenders under the ABL DIP Facility, or the filing by any Loan Party of a motion or application seeking entry of such an order;
- (r) other than with respect to the Carve Out, the Permitted Prior Liens, the Other Prior Perfected Liens and the liens provided for in the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders), the Loan Parties shall create or incur, or the Bankruptcy Court enters an order granting, any claim on Collateral which is pari passu with or senior to any liens under the Prepetition Facilities, the adequate protection liens and adequate protection obligations granted under the Financing Orders in contravention of the lien priorities specified in Section 5.1;
- (s) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim Financing Order or, after entry thereof, the Final Financing Order in any material respect;
- (t) the Loan Parties or any of their Subsidiaries (or any direct or indirect parent of any Loan Party) or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders regarding the ABL DIP Facility, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against any of the Agents or Lenders; or



(u) (i) a plan of reorganization shall be confirmed in any of the Chapter 11 Cases that is not an Acceptable Plan of Reorganization, any order which approves a 363 sale, or any order shall be entered which dismisses any of the Chapter 11 Cases and which order (x) does not provide for termination of the unused commitments under the ABL DIP Facility and payment in full in cash of the Loan Parties' obligations under the ABL DIP Facility, (y) does not provide for release provisions relating to the Agents and the Lenders that are satisfactory to the Agents and the Required Lenders in their reasonable discretion and (z) is not otherwise reasonably satisfactory to the Required Lenders in their reasonable discretion, or (ii) any of the Loan Parties or any of their subsidiaries (or any of their direct or indirect parents), shall file, propose, support, or fail to promptly contest in good faith the filing or confirmation of such a plan or the entry of such an order.

8.02 Remedies upon Event of Default. Subject to the terms of the Financing Orders, if any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however, in the case of the enforcement of rights against the Collateral pursuant to clauses (b) through (d) above, (i) the Administrative Agent, acting at the request of the Required Lenders, shall provide counsel to the Loan Parties, counsel to the Official Committee (if any), and the Office of the United States Trustee with five (5) Business Days' prior written notice consistent with the Financing Orders (such period, the "**Remedies Notice Period**"), and (ii) during the Remedies Notice Period, the applicable Agent shall refrain from exercising its rights and remedies and the Loan Parties and/or any Official Committee shall be permitted to request an emergency hearing before the Bankruptcy Court (which request must be made prior to the conclusion of the Remedies Notice Period and shall seek consideration of such request on an expedited basis); provided, further, that during the Remedies Notice Period, the Loan Parties shall be permitted to use cash collateral as provided in the Financing Orders;

provided, further that, other than in connection with the Chapter 11 Cases, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation

of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement and the Financing Orders, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have

either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

## ARTICLE IX ADMINISTRATIVE AGENT

### 9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof and as set forth in the Financing Orders, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral 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 or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral 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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) 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 Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents 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 them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them 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 L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger 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 L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger 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 any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations 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 L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

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

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release 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 Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the "**Reports**"), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.



(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments

with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

#### 9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, 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 Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer 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 (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan

Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) in accordance with the Interim Financing Order and any other order of the Bankruptcy Court, the each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

## ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) 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 each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap 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 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 shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 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.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on

behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

## ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

#### 11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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 telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower’s use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient



at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any

Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, 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, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under

clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this

Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of

Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, 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 Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the 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, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person

whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed

to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, “**Information**” means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. Subject to the Financing Orders and the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum



rate of non-usurious interest permitted by applicable Law (the “**Maximum Rate**”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

#### 11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative

Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

#### 11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION OVER ANY MATTER, ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT

REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 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 LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record

information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement; Financing Orders. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. To the extent that any specific provision of this Agreement or any of the other Loan Documents is inconsistent with any of the Financing Orders, the terms of the Financing Orders shall govern and control.

11.21 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 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 entity, 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.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER:**

**THE CONTAINER STORE, INC.**

By: \_\_\_\_\_

Name:

Title:

**HOLDINGS:**

**THE CONTAINER STORE GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

**SUBSIDIARY GUARANTORS:**

**TCS GIFT CARD SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING INC.**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING LLC**

By: \_\_\_\_\_

Name:

Title:

**ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT:  
ECLIPSE BUSINESS CAPITAL LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:  
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: \_\_\_\_\_  
Name:  
Title:



**Schedule 2.01**

**Commitments**

| <b><u>Lender</u></b>              | <b><u>Commitment</u></b> | <b><u>Applicable Percentage</u></b> |
|-----------------------------------|--------------------------|-------------------------------------|
| Eclipse Business Capital SPV, LLC | \$140,000,000            | 100%                                |
| <b>TOTAL:</b>                     | <b>\$140,000,000</b>     | <b>100%</b>                         |

**Schedule 6.02(c)**

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

|  |  |
|--|--|
| <p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft )</p> | <p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>  |
| <p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>  | <p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower's general</p> |

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|  | <p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p> |
| <p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p> | <p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>  |

**Schedule 11.02**

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent  
333 W Wacker Suite 950  
Chicago, IL 60606  
Attention: Jim Gurgone  
Email: [jgurgone@eclipsebuscap.com](mailto:jgurgone@eclipsebuscap.com)

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP  
100 Cambridge Street, 22<sup>nd</sup> Floor  
Boston, MA 02114  
Attention: Donald Rothman  
Email: [drothman@riemerlaw.com](mailto:drothman@riemerlaw.com)

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates  
Account Name: Eclipse Business Capital SPV, LLC  
Account # 4943951905  
ABA Routing # 121000248  
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.  
500 Freeport Parkway  
Coppell, TX 75019  
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler  
Email: [legalreview@containerstore.com](mailto:legalreview@containerstore.com) and [credit@containerstore.com](mailto:credit@containerstore.com)

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP  
355 S Grand Ave  
Los Angeles, CA 90071  
Attention: Elizabeth Oh; Benjamin Gelfand  
Email: [elizabeth.oh@lw.com](mailto:elizabeth.oh@lw.com); [benjamin.gelfand@lw.com](mailto:benjamin.gelfand@lw.com)

EXHIBIT B  
Exit Facility Term Sheet  
(see attached)

## Proposed Exit Revolving Facility Terms

| <b>Overview of Facility &amp; Pricing</b> |  |
|---|--|
| <b><u>Borrower:</u></b>                   | The Container Store, Inc., a Texas corporation (“Borrower” or the “Company”).  |
| <b><u>Guarantees:</u></b>                 | EBC will receive the corporate guarantee of The Container Store Group, Inc., a Delaware corporation (“Holdings”) and all domestic subsidiaries of the Company (such entities, the “Guarantors” and together with the Borrower, the “Loan Parties”). For the avoidance of doubt, no foreign subsidiaries of the Company shall be guarantors, and such subsidiaries may continue to maintain their own working capital facilities.   |
| <b><u>Lenders:</u></b>                    | Eclipse Business Capital LLC. and its affiliates (“EBC”).  |
| <b><u>Agent:</u></b>                      | EBC  |
| <b><u>Purpose:</u></b>                    | <p>EBC is providing the Company with a senior secured debtor-in-possession revolving credit facility (the “DIP Revolving Facility”), to support Holdings’ restructuring under the Plan of Reorganization (as defined in the Commitment Letter to which this term sheet is attached), the terms of which are outlined in the Transaction Support Agreement (as defined in the Commitment Letter to which this term sheet is attached) (the “TSA” and the transactions contemplated therein, the “Transactions”) in one or more cases (the “Chapter 11 Cases”) to be commenced in the U.S. Bankruptcy Court, Southern District of Texas (the “Bankruptcy Court”).</p> <p>This senior secured exit revolving credit facility (the “Exit Revolving Facility”) will be utilized to (a) refinance or replace the DIP Revolving Facility (as defined in the Commitment Letter to which this term sheet is attached) upon the Loan Parties’ emergence from the Chapter 11 Cases pursuant to the terms of the Plan of Reorganization, (b) pay fees and expenses related to this transaction and the Chapter 11 Cases, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Company and its subsidiaries post-emergence.</p> |
| <b><u>Revolving Credit Facility:</u></b>  | <p>An Exit Revolving Facility of up to one hundred forty million dollars (\$140,000,000), based on advance rates of up to:</p> <ul style="list-style-type: none"> <li>(i) Eighty-five percent (85%) against eligible trade accounts receivable (assuming dilution under five percent {5%} of sales), <i>plus</i></li> <li>(ii) One Hundred percent (100%) against eligible credit card account receivables, <i>plus</i></li> <li>(iii) One Hundred percent (100%) against the appraised Net Orderly Liquidation Value of all eligible inventory, subject to an inventory sublimit to be determined, <i>less</i></li> <li>(iv) reserves.</li> </ul>   |

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|                                      | <p>The Exit Revolving Facility will include a letter of credit (“LOC”) sub-limit of not more than fifteen million dollars (\$15,000,000), with any such LOCs to be arranged by EBC with an institution determined by EBC, in its reasonable discretion, and otherwise subject to the terms and provisions of the Exit Credit Agreement (defined below).</p> <p>Eligibility criteria of accounts receivable and inventory shall be determined as provided in the credit agreement memorializing the DIP Revolving Facility (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”), or, if not provided for in the DIP Credit Agreement, such other customary eligibility criteria as are reasonably acceptable to the Borrower and EBC.</p>  |
| <p><b><u>Term:</u></b></p>           | <p>Closing under the Exit Revolving Facility shall take place upon the occurrence of the “effective date” under the Plan of Reorganization; all obligations under the Exit Revolving Facility shall mature three (3) years from the Exit Closing Date (as defined below) and shall be fully due and payable at such time (or, with respect to the LOCs, cash collateralized, backstopped or otherwise addressed in a manner reasonably acceptable to EBC and the issuing bank).</p>   |
| <p><b><u>Interest Rates:</u></b></p> | <p>Loans under the Exit Revolving Facility would be made available at Term SOFR, plus four and one-quarter percent (4.25%), payable monthly.</p> <p>“<b>Term SOFR</b>” means the rate per annum equal to Term SOFR; provided that if Term SOFR as so determined shall ever be less than 2.00%, then Term SOFR shall be 2.00%.</p> <p>“<b>Term SOFR</b>” means the forward-looking term rate based on SOFR, for a tenor of one month, published by the Term SOFR Administrator two business days prior to any day of determination.</p> <p>“<b>SOFR</b>” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.</p> <p>“<b>SOFR Administrator</b>” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).</p> <p>“<b>Term SOFR Administrator</b>” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR).</p> <p>All interest rates are on a per annum basis, payable monthly. To the extent cash dominion is in effect and funds are being swept to EBC, Borrower will receive credit for lockbox or controlled account collections two (2) business day after EBC's receipt of good funds. Notwithstanding the foregoing, for availability purposes, collections will be deemed available to Borrower on the same date that they are received by EBC. Interest will</p> |

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|   | be calculated based on a year of 360 days for the actual number of days elapsed.   |
|   |  |
| <b><u>Default Rates:</u></b>              | Default interest at 2.00% above the rate otherwise applicable.   |
|   |  |
| <b><u>Closing Fee:</u></b>                | A closing fee (“Closing Fee”) of one-quarter of one percent (0.25%) of the commitment amount, which shall be payable at the initial funding of the Exit Revolving Facility and treated as creating original issue discount on the loans for US federal income tax purposes consistent with Treasury Reg. section 1.1273-2(g)(2).   |
|   |  |
| <b><u>Unused Line Fee:</u></b>            | An unused line fee (“Unused Line Fee”) one-half of one percent (0.50%) of the average unused portion of the maximum commitment amount. The Unused Line Fee shall be payable monthly in arrears, commencing on the first business day of the first month beginning after the Exit Closing Date, the first business day of each month during the term of the Exit Revolving Facility thereafter, and the Maturity Date.  |
|   |  |
| <b><u>Other Fees:</u></b>                 | A collateral monitoring fee (“Collateral Monitoring Fee”) equal to ten thousand dollars (\$10,000) for each month, or part thereof, commencing on the first business day of the first month beginning after the Exit Closing Date and the first business day of each month during the term of the Exit Revolving Facility thereafter.  |
|   |  |
| <b><u>Prepayment Fee:</u></b>             | <p>To the extent commitments under the Exit Revolving Facility are terminated by the Company, in addition to repaying the outstanding loans, accrued interest and other amounts due thereunder, the Company shall also pay a prepayment fee of:</p> <ul style="list-style-type: none"> <li>• 3% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 1.</li> <li>• 2% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 2.</li> <li>• 1% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 3.</li> </ul>                         |
|   |  |
| <b><u>Field Examination Expenses:</u></b> | During the term of the Exit Revolving Facility, Borrower will be charged for field examination person days at the then existing market-rate as determined by EBC, plus all out-of-pocket expenses.   |
| <b>Security</b>                           |  |
| <b><u>Security; Collateral:</u></b>       | The Exit Revolving Facility shall be secured by liens and security interests on all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Loan Parties, wherever located, which shall be (a) a first priority lien on all such property defined as “ABL Priority Collateral” in the intercreditor agreement to be entered into between EBC and the agent under the exit term loan facility (to be mutually agreed upon, the “ICA”), (b) a second priority lien on all such property defined as “Term Priority Collateral” in the ICA, and (c) subject to certain other standard permitted liens reasonably acceptable to EBC. |



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| <b><u>Lockbox &amp; Blocked Accounts:</u></b> | <p>All of Loan Parties' bank accounts will be subject to springing account control agreements satisfactory to EBC, subject to customary exceptions.</p> <p>If either (a) excess availability is less than 15.0% of availability (and before giving effect to any borrowings) or (b) an event of default shall exist (each of the foregoing clause (a) or (b), a "Cash Dominion Spring"), collections shall, at the option of EBC, be swept to an account designated by EBC on a daily basis; during all other times, collections shall be automatically swept to the Loan Parties' operating accounts.</p> <p>For the avoidance of doubt, the Cash Dominion Spring would be the lesser of (a) 15% of availability and (b) 15% of the facility size.</p>   |
| <b>Documentation</b>                          |   |
| <b><u>Credit Agreement:</u></b>               | <p>The Exit Revolving Facility shall be governed by a credit agreement customary for secured exit financing revolving credit facilities and having such terms, conditions, representations and warranties, affirmative and negative covenants, events of default, secured creditor remedies, assignment and participation provisions, and other terms as EBC and their counsel may, in their reasonable discretion, require or deem necessary, in accordance with the Documentation Principles (the "Exit Credit Agreement").</p>   |
| <b><u>Other Documents:</u></b>                | <p>The Exit Revolving Facility documentation will also include guarantees, pledge and security agreements, intellectual property security agreements, promissory notes, instruments, certificates, subordination/intercreditor agreements, third-party collateral location waivers, satisfactory legal opinions of Borrower's independent counsel and such other documentation as EBC and their counsel may, in their reasonable discretion, require or deem necessary (together with the Exit Credit Agreement, collectively, the "Exit Loan Documents"), in each case negotiated in accordance with the Documentation Principles.</p>   |
| <b><u>Documentation Principles:</u></b>       | <p>The representations and warranties, affirmative and negative covenants, events of default and certain other terms and provisions to be mutually agreed in the Exit Loan Documents shall be generally consistent with the representations and warranties, affirmative and negative covenants, events of default and other agreed provisions as set forth in the DIP Credit Agreement, with changes and modifications to reflect the terms of the Commitment Letter and such other modifications reasonably acceptable to EBC and Borrower, including in respect of (a) modifications to reflect the fact that the DIP Credit Agreement is a debtor-in-possession financing and the Exit Revolving Facility is being provided in respect of an exit financing from the Chapter 11 Cases, (b) to reflect the capital structure of the Loan Parties and the other terms of the restructuring as set forth in the TSA and (c) other customary loan document provisions for financings of this type, in each case to the extent not provided herein to be mutually agreed upon, the definitive terms of which will be negotiated in good faith to finalize the Exit Loan Documents as promptly as reasonably practicable</p> |

|                                     |   |
|-------------------------------------|---|
|                                     | (this paragraph being referred to herein, collectively, as the “Documentation Principles”).   |
|                                     |   |
| <b><u>Financial Covenants:</u></b>  | The Exit Revolving Facility will have a minimum availability covenant of at least either (i) 10% of the gross availability, or (ii) \$13.0 million (at the Borrower’s option determined prior to the closing of the Exit Revolving Facility).   |
|                                     |   |
| <b><u>Other Covenants:</u></b>      | <p>The Exit Credit Agreement will contain covenants limiting or prohibiting Borrower’s ability to take certain actions, including, but not limited to: (i) merge with or acquire other entities; (ii) incur additional indebtedness for borrowed money over some agreed upon amount; (iii) grant liens on its assets subject to certain standard permitted liens; (iv) dispose of collateral outside the ordinary course of business; (v) make loans to or investments in other entities; (vi) allow insurance coverage acceptable to EBC to lapse and (vii) make any cash dividends, stock dividends or stock redemptions. Notwithstanding the foregoing, such covenants (x) shall not restrict the incurrence of any exit financing secured by the Term Priority Collateral (as contemplated by the TSA) and (y) shall be subject to customary exceptions and carveouts to be agreed.</p> <p>The Exit Loan Agreement shall have a change of control covenant to be agreed upon.</p>             |
|                                     |   |
| <b><u>Certain Reporting:</u></b>    | <p>The Exit Loan Agreement will provide for certain collateral and financial reporting from Borrower, including, but not limited to: (i) monthly roll-forward reporting on inventory and accounts receivable (if excess availability is less than 17.5% of gross availability Borrower will roll forward weekly); (ii) monthly financial statements; (iii) monthly reconciliation reports as to Borrowing Base collateral matters; (iv) annual projections and (v) annual certified financial statements prepared by an accountant acceptable to EBC within ninety (90) days of each year end. Additionally, EBC will require periodic inventory appraisals and collateral field examinations.</p>  |
|                                     |   |
| <b><u>Conditions Precedent:</u></b> | <p>Consummation of the Exit Credit Facility transactions contemplated by this term sheet, the Commitment Letter and the initial funding under the Exit Credit Agreement shall be subject to the satisfaction or waiver of the following conditions (the date of such satisfaction or waiver and initial funding, the “<u>Exit Closing Date</u>”):</p> <ul style="list-style-type: none"> <li>(i) since the date of the TSA, other than as a result of events resulting from or contributing to the Chapter 11 Cases or such other matters disclosed in writing to EBC prior to the Exit Closing Date, there shall have been no event or occurrence which has resulted in or would reasonably be expected to result in, individually or in the aggregate, any Material Adverse Effect (as defined in the DIP Credit Agreement);</li> <li>(ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent</li> </ul> |

|  |  |
|--|--|
|  | <p>such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);</p> <ul style="list-style-type: none"> <li>(iii) the repayment in full of all obligations under the DIP Credit Agreement in accordance with the terms thereof; it being agreed that the repayment in full of the obligations under the DIP Credit Agreement shall occur substantially contemporaneously with the closing of the Exit Revolving Facility, and the proceeds of the Exit Revolving Facility may be utilized to satisfy this condition;</li> <li>(iv) the exit term loan facility of the Borrower shall have been consummated, and funded or deemed funded substantially concurrently with the initial loans under the Exit Revolving Facility on the Exit Closing Date, on terms and conditions, and pursuant to documentation, consistent with the TSA and otherwise reasonably satisfactory to EBC;</li> <li>(v) reasonably satisfactory review of the Loan Parties' insurance (with certain customary endorsements to be delivered post-closing);</li> <li>(vi) reasonably satisfactory review of the corporate structure, and related corporate charter documents, of the Loan Parties after giving effect to the exit of the Chapter 11 Cases as provided in the Plan of Reorganization and TSA;</li> <li>(vii) payment of any reasonable and documented out-of-pocket costs and expenses relating to the Exit Revolving Facility requiring payment by EBC shall have been fully reimbursed by the Borrower (which reimbursement can be made out of the initial funding) to the extent invoiced in reasonable detail at least three (3) business days prior to the Exit Closing Date;</li> <li>(viii) delivery of a borrowing base certificate prepared as of a date reasonably acceptable to the Agent, and excess availability under the Exit Revolving Facility, after giving effect to the transactions to occur on the Exit Closing Date, shall be greater than an amount to be mutually agreed;</li> <li>(ix) execution and delivery of Exit Loan Agreement and an intercreditor agreement substantially consistent with the Existing Intercreditor Agreement (as such term is defined in the TSA);</li> <li>(x) EBC shall have received customary security documents, subject to the Documentation Principles; <u>provided</u>, that certain third party agreements and foreign-law documents may be delivered on a post-closing basis subject to mutually agreed deadlines;</li> <li>(xi) EBC shall have received evidence that, on or before the Exit Closing Date, all liens, security interests and other encumbrances granted in respect of the Loan Parties (other than with respect to the exit term loan and other permitted liens to be agreed in the Exit Loan Documents) have been terminated and discharged or will be terminated and discharged upon receipt of the repayment in full of the related indebtedness, as the case may be;</li> <li>(xii) Holdings and its subsidiaries shall be solvent after giving effect to the Transactions, the initial funding under the Exit Credit Facility, and the funding under the exit term loan facility, which solvency shall be evidenced by a solvency certificate in form and substance reasonably acceptable to EBC;</li> </ul> |
|--|--|

|                                   |   |
|-----------------------------------|---|
|                                   | <p>(xiii) the Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming the Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (a) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect;</p> <p>(xiv) the Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Exit Closing Date.</p> <p>(xv) the Borrower shall have provided no less than five (5) business days prior to the Exit Closing Date the documentation and other information to EBC that are reasonably requested by EBC no later than ten (10) business days prior to the Exit Closing Date under the applicable “know-your-customer” rules and regulations, including, without limitation, the PATRIOT Act.</p> <p>The Exit Credit Agreement shall also provide conditions precedent for funding of loans and issuance of LOCs after the Exit Closing Date, which shall include: (i) compliance with borrowing base reporting requirements, (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (iii) absence of a default or event of default; and (iv) absence of any material adverse effect.</p> |
| <p><b><u>Syndication:</u></b></p> | <p>EBC intends to hold this entire Exit Revolving Facility for its own accounts. No syndication is required.</p>  |

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**EXHIBIT C**

**Form of Joinder**

**(Consenting Stakeholder)**

The undersigned (the “**Joinder Party**”) hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of December 20, 2024 (the “**Agreement**”)¹ by and among The Container Store Group, Inc. (“**TCS**”), the other Company Parties, the Consenting Stakeholders, and agrees to be bound by the terms and conditions of the Agreement as a Consenting Term Lender and/or a Consenting Stockholder Party, as applicable, and shall be deemed a “**Consenting Stakeholder**” and a “**Party**” under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of this Joinder and any further date specified in the Agreement.

The Joinder Party further agrees and elects to participate in the DIP Term Loan Facility and fund its pro rata share of the DIP Term Loans in an amount allocated below subject to the terms and conditions of the Agreement, the DIP Term Loan Facility Term Sheet, and the DIP Facility Documents.

With respect to any Consenting Stockholder Party, the execution of this Joinder Agreement hereby constitutes such Joinder Party’s agreement with its treatment under the Plan and shall not file an objection to the Plan or support, directly or indirectly, any holder of Existing Equity Interests who objects to the Plan.

This Joinder shall be governed by the governing law set forth in the Agreement.

Date Executed:

**[JOINDER PARTY]**

\_\_\_\_\_  
Name:

Title:

Address:

E-mail address(es):

| <i><b>Aggregate Amounts Beneficially Owned or Managed on Account of:</b></i> |  |
|--|--|
| ABL Claims   |  |
| Term Loan Claims   |  |
| Interests  |  |

| <i><b>DIP Term Loan Facility Pro Rata Allocation:</b></i> |  |
|---|--|
| DIP Term Loans  |  |

\_\_\_\_\_  
¹ Capitalized terms not used but not otherwise defined in this Joinder shall have the meanings ascribed to such terms in the Agreement.

**EXHIBIT D**

**Form of Transfer Agreement**

**(Consenting Stakeholder)**

The undersigned (the “**Transferee**”) hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of December 20, 2024 (the “**Agreement**”),<sup>1</sup> by and among The Container Store Group, Inc. (“**TCS**”), the other Company Parties, and the Consenting Stakeholders, including the transferor (each such transferor, a “**Transferor**”) to the Transferee of any Company Claims/Interests (the “**Transfer**”), and agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was bound, and shall be deemed a “**Consenting Stakeholder**” and a “**Party**” under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer.

The Transferee further agrees and elects to participate in the DIP Term Loan Facility and fund its pro rata share of the DIP Term Loans in an amount allocated below subject to the terms and conditions of the Agreement, the DIP Term Loan Facility Term Sheet, and the DIP Facility Documents.

This Transfer Agreement shall be governed by the governing law set forth in the Agreement.

Date Executed:

[TRANSFEREE]

\_\_\_\_\_  
Name:

Title:

Address:

E-mail address(es):

| <i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i> |  |
|---|--|
| ABL Claims  |  |
| Term Loan Claims  |  |
| Interests   |  |

| <i>DIP Term Loan Facility Pro Rata Allocation:</i> |  |
|--|--|
| DIP Term Loans                                     |  |

<sup>1</sup> Capitalized terms not used but not otherwise defined in this Transfer Agreement shall have the meanings ascribed to such terms in the Agreement.

**EXHIBIT E**

**Joint Prepackaged Plan**

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

----- X  
 In re: : Chapter 11  
 :  
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-\_\_\_\_\_ (\_\_\_\_)  
 :  
 Debtors.<sup>1</sup> : (Joint Administration Requested)  
 :  
 ----- X

**PREPACKAGED JOINT PLAN OF REORGANIZATION  
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR  
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN SHALL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY. NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK PROMPTLY AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.**

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.



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Dated: December 21, 2024

Houston, Texas

*Proposed Counsel for the Debtors and Debtors in Possession*

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**PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE  
GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE  
BANKRUPTCY CODE**

The Container Store Group, Inc. and each of the other debtors and debtors-in-possession in the above-captioned cases (collectively, the “*Debtors*”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used in this Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests therein pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of this Plan. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There also are other agreements and documents, which shall be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Transaction Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE  
ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR  
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

**Article I.  
DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “*Ad Hoc Group*” means that certain ad hoc group of Holders of Prepetition Term Loan Claims advised by the Ad Hoc Group Advisors, as may be reconstituted from time to time.

2. “*Ad Hoc Group Advisors*” means Paul Hastings LLP, AlixPartners, LLP, Greenhill & Co., LLC., and such other professional advisors as are retained by the Ad Hoc Group with the consent of the Debtors (not to be unreasonably withheld).

3. “*Administrative Claim*” means a Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims, to the extent Allowed by the Bankruptcy Court; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in

accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date.

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

11. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, the Federal Rules of Civil Procedure, as applicable to the Chapter 11

Cases or any proceedings therein, and the general, local, and chambers rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

12. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City, New York.

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Collateral**” has the meaning set forth in section 363(a) of the Bankruptcy Code.

15. “**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute demand, right, Lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, lost, debt, fee or expense, damage, judgment, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions relating to or arising from any state or foreign law pertaining to any Avoidance Action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

17. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

18. “**Claims Register**” means the official register of Claims and Interests maintained by the Notice and Claims Agent.

19. “**Class**” means a category of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

20. “**Combined Hearing**” means the hearing conducted by the Bankruptcy Court to consider the final approval of the Disclosure Statement and final Confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

21. “**Combined Order**” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to sections 1125, 1126(b), and 1145 of the Bankruptcy Code and confirming this Plan

pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent with the terms and conditions of the Transaction Support Agreement and otherwise in form and substance acceptable to the Debtors and the Required Consenting Term Lenders.

22. “**Compensation and Benefits Programs**” means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of equity interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

23. “**Confirmation**” means the entry of the Combined Order or any Final Order Confirming the Plan entered by the Bankruptcy Court on the docket of the Chapter 11 Cases.

24. “**Confirmation Date**” means the date on which Confirmation occurs.

25. “**Consenting Stakeholders**” means, collectively, the Consenting Stockholders and Consenting Term Lenders.

26. “**Consenting Stockholders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, Existing Equity Interests that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

27. “**Consenting Term Lenders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

28. “**Cure Cost**” means any and all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

29. “**D&O Insurance Policies**” means, collectively, all insurance policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors’ current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

30. “**DIP ABL Credit Facility Documents**” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents,



instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

31. “**DIP Budget**” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

32. “**Debtor Release**” means the releases set forth in Article IX.B.

33. “**Debtors**” has the meaning set forth in the preamble to this Plan.

34. “**Definitive Documents**” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.

35. “**DIP & Exit ABL Commitment Letter**” means the debtor-in-possession revolving credit facility and exit revolving credit facility commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).

36. “**DIP ABL Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.

37. “**DIP ABL Credit Facility**” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.

38. “**DIP ABL Lender**” means Eclipse Business Capital LLC.

39. “**DIP ABL Loan Agent**” means Eclipse Business Capital LLC as the administrative agent and collateral agent under the DIP ABL Credit Agreement.

40. “**DIP ABL Loan Agent Advisors**” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

41. “**DIP ABL Loan Claims**” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

42. “**DIP Agents**” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

43. “**DIP Backstop Allocation Schedule**” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

44. “**DIP Backstop Parties**” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

45. “**DIP Claims**” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “**DIP Commitment Premium**” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

47. “**DIP Credit Agreements**” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

48. “**DIP Equity Premium**” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal sixty four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

49. “**DIP Facilities**” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Credit Facility.

50. “**DIP Facilities Documents**” means the DIP Term Loan Facility Documents and the DIP ABL Credit Facility Documents, including the Fronting Letter, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, any payoff letter in respect of the Prepetition ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegees thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

60. “**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

61. “**DIP Term Loan Facility Documents**” means the DIP/Cash Collateral Orders, the DIP Term Loan Credit Agreement, and DIP Intercreditor Agreement together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

62. “**DIP Term Loans**” means the New Money DIP Term Loans and the DIP Roll-Up Term Loans.

63. “**DIP/Cash Collateral Motion**” means the motion(s) seeking approval of the Debtors’ use of Cash Collateral and requesting approval to obtain the DIP Facilities on terms substantially the same as those set forth in the Transaction Support Agreement (including the term sheets attached thereto) and the DIP Facilities Documents.

64. “**DIP/Cash Collateral Orders**” means, together, the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order.

65. “**Disclosure Statement**” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time in a manner acceptable to the Debtors and Required Consenting Term Lenders, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

66. “**Disputed**” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed, but has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

67. “**Distribution Agent**” means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

68. “**Distribution Record Date**” means, other than with respect to publicly held securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date agreed to by the Debtors and the Required DIP Term Lenders, subject to Article VIII.

69. “**DTC**” means the Depository Trust Company or any successor thereto.

70. “**Effective Date**” means the date on which all conditions specified in Article VIII.A have been (a) satisfied or (b) waived pursuant to Article VIII.B. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter with the consent of the Debtors and the Required Consenting Term Lenders.

71. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

72. “**Estate**” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “**Exculpated Party**” means, each in its capacity as such, (a) each Debtor, and (b) solely to the extent they are Estate fiduciaries, each of the Debtors’ Related Parties.

75. “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “**Existing Equity Interest**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “**Exit ABL Agent**” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “**Exit ABL Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “**Exit ABL Loans**” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “**Exit Facility Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “**Exit Facility Agents**” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “**Exit Term Lenders**” means the lenders holding the Exit Term Loans.

86. “**Exit Term Loan Agent**” means Acquiom Agency Services LLC, in its capacity as administrative agent and collateral agent under the Exit Term Loan Credit Agreement and any replacement or successor agent thereto.

87. “**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

88. “**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

89. “**Exit Term Loans**” means First-Out Exit Term Loans and Second-Out Exit Term Loans.

90. “**File**” or “**Filed**” or “**Filing**” means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

91. “**Final DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

92. “**Final Order**” means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to

appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

93. “**First Day Pleadings**” means any petition, motion, application, or proposed order filed at the commencement of the Chapter 11 Cases that the Debtors determine are necessary or desirable to file with the Bankruptcy Court.

94. “**First-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP Commitment Premium).

95. “**Fronting Letter**” means the fronting letter with the fronting bank regarding the seasoning or syndication process.

96. “**General Administrative Claim**” means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Fees and Expenses (in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable), a DIP Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

97. “**General Unsecured Claim**” means any Unsecured Claim including (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts (if any) and (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

98. “**Governance Term Sheet**” means the term sheet setting forth the preliminary material terms in respect of the corporate governance of Reorganized Parent to be included in the Plan Supplement, including all exhibits and schedules thereto, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement.

99. “**Governmental Unit**” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

100. “**Holder**” means an Entity holding a Claim or Interest, as applicable.

101. “**Impaired**” means, with respect to any Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

102. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees,

accountants, investment bankers, attorneys, and other professionals of the Debtors, and each of the foregoing solely in their capacity as such.

103. **“Insurance Contracts”** means (a) any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior Affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns; (b) any and all agreements, documents, surety bonds, or other instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all D&O Insurance Policies, and any and all Workers’ Compensation Contracts; and (c) any and all collateral documents and security agreements securing the Debtor’s obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior Affiliates, subsidiaries, and parents or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

104. **“Insurer”** means any company or other Entity that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

105. **“Intercompany Claim”** means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

106. **“Intercompany Interest”** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

107. **“Interests”** means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Debtor or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

108. **“Interim DIP/Cash Collateral Order”** means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

109. **“Joinder”** means a joinder to the Transaction Support Agreement, substantially in the form attached as Exhibits C or D thereto, providing, among other things, that such Person signatory thereto is bound by the terms of the Transaction Support Agreement to the extent provided therein.

110. **“Lien”** means a lien as defined in section 101(37) of the Bankruptcy Code.

111. **“Local Rules”** means the Bankruptcy Local Rules for the Southern District of Texas.

112. “**Management Incentive Plan**” means, the management incentive plan to be adopted by the Reorganized Board on or around the Effective Date, which shall provide for the issuance of up to 10% of the New Equity Interests to management, key employees, and/or directors of the Reorganized Debtors of the fully diluted New Equity Interests.

113. “**New Equity Interests**” means the outstanding equity interests in Reorganized Parent to be authorized, issued, or reserved on the Effective Date, which interests may be membership interests of a limited liability company or common equity interests of a corporation.

114. “**New Money DIP Term Loan Claim**” means any Claim arising under or related to the New Money DIP Term Loans.

115. “**New Money DIP Term Loans**” means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

116. “**New Organizational Documents**” means the new Organizational Documents of Reorganized Parent and its direct or indirect subsidiaries, after giving effect to the Restructuring Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document.

117. “**Non-Debtor Affiliates**” means all of the Affiliates of the Debtors, other than the other Debtors.

118. “**Notice and Claims Agent**” means Kurtzman Carson Consultants, LLC dba Verita Global, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to an order of the Bankruptcy Court.

119. “**Organizational Documents**” means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders’ agreements, members’ agreement, or equivalent governing documents.

120. “**Other Priority Claim**” means any Allowed Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

121. “**Other Secured Claim**” means any Allowed Secured Claim other than the DIP ABL Loan Claims, DIP Term Loan Claims, Prepetition ABL Claims and Prepetition Term Loan Claims.

122. “**Parent**” means The Container Store Group, Inc., a Delaware corporation with a mailing address of 500 Freeport Parkway, Coppell, TX 75019.

123. “**Person**” means a person as defined in section 101(41) of the Bankruptcy Code.

124. “**Petition Date**” means the date on which the Debtors file their voluntary chapter 11 petitions, which is expected to occur on or about December 22, 2024.



125. “**Plan**” means this prepackaged joint plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

126. “**Plan Supplement**” means one or more supplemental appendices to this Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to this Plan, in each case subject to the provisions of the Transaction Support Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List, (e) a schedule of retained Causes of Action, (f) the Governance Term Sheet; (g) the Restructuring Transaction Steps Memorandum; and (h) such other documents as may be specified in this Plan.

127. “**Plan Supplement Filing Date**” means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least five (5) Business Days before the deadline to File objections to Confirmation.

128. “**Prepetition ABL Claims**” means any and all Claims arising under, derived from, or based upon the Prepetition ABL Facility including, without limitation, all Obligations (as defined in the Prepetition ABL Credit Agreement).

129. “**Prepetition ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

130. “**Prepetition ABL Facility**” means the senior secured asset based revolving credit facility under the Prepetition ABL Credit Agreement.

131. “**Prepetition ABL Facility Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility, and any replacement or successor agent thereto.

132. “**Prepetition ABL Facility Agent Advisors**” means Simpson Thacher & Bartlett LLP, as legal counsel, Berkeley Research Group, LLC, as financial advisor, and such other professional advisors as are retained by the Prepetition ABL Facility Agent or the Exit ABL Agent with the consent of the Debtors (not to be unreasonably withheld).

133. “**Prepetition ABL Facility Documents**” means the Prepetition ABL Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition ABL Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

134. “**Prepetition ABL Lenders**” means Holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Prepetition ABL Claims.

135. “**Prepetition ABL Loans**” means the loans under the Prepetition ABL Facility, consisting of all Claims and obligations arising under or related to the \$100 million Prepetition ABL Facility, including (i) an aggregate principal amount of approximately \$80 million of borrowings outstanding thereunder and (ii) approximately \$20 million of undrawn revolving commitments (including \$7.533 million in issued and outstanding letters of credit) plus, in each case, any accrued but unpaid fees and interest in respect thereof.

136. “**Prepetition Agents**” means the Prepetition ABL Facility Agent and the Prepetition Term Loan Agent.

137. “**Prepetition Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, relating to the Prepetition Term Loans, the Prepetition ABL Facility, as amended, restated, modified, or supplemented from time to time.

138. “**Prepetition Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement and any replacement or successor agent thereto.

139. “**Prepetition Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP and such other professional advisors as are retained by the Prepetition Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

140. “**Prepetition Term Loan Claims**” means Claims arising under or related to the Prepetition Term Loan Credit Agreement.

141. “**Prepetition Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, as may be amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

142. “**Prepetition Term Loan Documents**” means the Prepetition Term Loan Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition Term Loans, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

143. “**Prepetition Term Loans**” means the senior secured first-lien term loans issued pursuant to the Prepetition Term Loan Credit Agreement.

144. “**Priority Tax Claim**” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. “**Pro Rata Share**” means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

146. “**Professional Fee Claim**” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (subject to any applicable agreements by such Retained Professional with respect thereto).

147. “**Professional Fee Escrow Account**” means a segregated interest-bearing account funded by the Debtors with Cash no later than two (2) Business Days before the anticipated Effective Date in an amount equal to the Professional Fee Escrow Amount.

148. “**Professional Fee Escrow Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (i) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (ii) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

158. “**Reorganized Board**” means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. “**Reorganized Debtors**” means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. “**Reorganized Parent**” means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. “**Representatives**” means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. “**Required Consenting Lenders**” means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. “**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. “**Required DIP Term Lenders**” means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. “**Restructuring Fees and Expenses**” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

166. “**Restructuring Transaction Steps Memorandum**” means the document setting forth the sequence of certain Restructuring Transactions.

167. “**Restructuring Transactions**” means the transactions described in Article IV.B.

168. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered before the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

169. “**SEC**” means the United States Securities and Exchange Commission.

170. “**Second-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted DIP Roll-Up Term Loans.

171. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to this Plan or order of the Bankruptcy Court as a Secured Claim.

172. “**Securities**” means any instruments that qualify as a “security” under Section 2(a)(1) of the Securities Act.

173. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

174. “**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

175. “**Solicitation Procedures Motion**” means the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* to be filed on the Petition Date.

176. “**Solicitation Procedures Order**” means an order of the Bankruptcy Court granting the relief requested in the Solicitation Procedures Motion.

177. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of its Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of its Affiliates.

178. “**Third-Party Release**” means the releases given by the Releasing Parties to the Released Parties in Article IX.C.

179. “**Transaction Support Agreement**” means that certain Transaction Support Agreement entered into on December 21, 2024, among the Debtors, Consenting Stockholders and the Consenting Term Lenders and any exhibits, schedules, attachments, or appendices thereto (in each case, as such may be amended, modified, or supplemented in accordance with its terms).

180. “**Transaction Term Sheet**” means the term sheet attached as Exhibit B to the Transaction Support Agreement, together with the exhibits and appendices annexed thereto.

181. “**Transfer Agreement**” means the transfer agreement, substantially in the form attached as Exhibit D to the Transaction Support Agreement, providing, among other things, that a transferee is bound by the terms of the Transaction Support Agreement.

182. “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

183. “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

184. “**United States**” means the United States of America, its agencies, departments, or agents.

185. “**United States Trustee**” means the Office of the United States Trustee for the Southern District of Texas.

186. “**United States Trustee Statutory Fees**” means all fees due under 28 U.S.C § 1930(a)(6).

187. “**Unsecured Claim**” means a Claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

188. “**Voting Class**” means Class 3 (Prepetition Term Loan Claims).

189. “**Workers’ Compensation Contracts**” means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation Insurance Contracts.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; (k) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (m) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (o) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (p) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (q) references to docket numbers are references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system; and (r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

2. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified herein, any references to the “Effective Date” shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in this Plan to monetary figures refer to currency of the United States, unless otherwise expressly provided.

4. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the “Debtors” or to the “Reorganized Debtors” mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights*

Notwithstanding anything to the contrary in this Plan, the Combined Order, or the Disclosure Statement, any and all consent, consultation, and approval rights set forth in the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, including rights and limitations with respect to the form and substance of any Definitive Document (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein. In case of a conflict with respect to consent, consultation, or approval rights between the Transaction Support Agreement or a Plan Document, on the one hand, and the Plan, on the other hand, the former shall control and govern.

D. *Appendices and Plan Supplement*

The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Combined Order.

E. *Deemed Acts*

Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Combined Order without any further act by any party.

**Article II.**

**ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS,  
OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. To the extent applicable, a Claim or Interest is placed in a particular Class for all purposes, including voting, Confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions (if any) under this Plan only



to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

A. *Administrative Claims*

1. General Administrative Claims

Subject to the terms of the Transaction Support Agreement, the Combined Order, and the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or before the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided*, that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid by such applicable Debtor or Reorganized Debtor in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.

2. Professional Fee Claims

a. *Professional Fee Applications*

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided*, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Professional Fee Escrow Account*

No later than the anticipated Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount.

The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

c. *Professional Fee Escrow Amount*

No later than five (5) days before the anticipated Effective Date, each Retained Professional shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the MIP), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims

have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; (2) Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.

E. *United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

F. *Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable (unless otherwise provided in any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or United States Trustee review or approval (unless otherwise provided in any other order of the Bankruptcy Court), or without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated before and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred before and as of the Effective Date shall be submitted to the

Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, pre-Effective Date Restructuring Fees and Expenses related to this Plan and the implementation, consummation, and defense of this Plan and the Restructuring Transactions, incurred before the Effective Date, in accordance with any engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

G. *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date that are agreed to be paid by the Reorganized Debtors. Without in any way limiting the foregoing, the Reorganized Debtors will pay in Cash all reasonable and documented fees and expenses of the Ad Hoc Group Advisors in accordance with the terms of the Transaction Support Agreement. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

**Article III.**

**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. *Classification of Claims*

This Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class shall exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.G. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled before the Effective Date.

**Summary of Classification and Treatment of Claims and Interests**

| <b>Class</b> | <b>Claim</b>         | <b>Status</b> | <b>Voting Rights</b> |
|--------------|----------------------|---------------|----------------------|
| 1            | Other Secured Claims | Unimpaired    | Presumed to Accept   |

|   |  |                          |  |
|---|--|--------------------------|--|
| 2 | Prepetition ABL Claims                     | Unimpaired               | Presumed to Accept                       |
| 3 | <b><i>Prepetition Term Loan Claims</i></b> | <b><i>Impaired</i></b>   | <b><i>Entitled to Vote</i></b>           |
| 4 | General Unsecured Claims                   | Unimpaired               | Presumed to Accept                       |
| 5 | Subordinated Claims                        | Impaired                 | Deemed to Reject                         |
| 6 | Intercompany Claims                        | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 7 | Intercompany Interests                     | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 8 | Existing Equity Interests                  | Impaired                 | Deemed to Reject                         |

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), shall, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan. Holders of Other Secured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. *Class 2 — Prepetition ABL Claims*

- a. *Classification:* Class 2 consists of all Prepetition ABL Claims.
- b. *Allowance:* any “Obligations” (as defined in the Prepetition ABL Credit Agreement) outstanding as of the Effective Date shall be Allowed pursuant to the terms of the Prepetition ABL Credit Agreement.
- c. *Treatment:* Upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim shall have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash

(including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such “Obligations” shall receive treatment as necessary to render such Claims Unimpaired, including repayment in Cash of any such Claims required to be satisfied in Cash pursuant to the terms of the Prepetition ABL Credit Agreement.

- d. *Voting:* Class 2 is Unimpaired, and Holders of Prepetition ABL Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Prepetition ABL Claims are not entitled to vote to accept or reject this Plan. Holders of Prepetition ABL Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

3. *Class 3 — Prepetition Term Loan Claims*

- a. *Classification:* Class 3 consists of all Prepetition Term Loan Claims.
- b. *Allowance:* Prepetition Term Loan Claims shall be deemed Allowed in the aggregate principal amount of \$163,125,321.74 plus any accrued and unpaid interest as of the Petition Date, *less* the amount of Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims.
- c. *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.
- d. *Voting:* Class 3 is Impaired, and Holders of Prepetition Term Loan Claims are entitled to vote to accept or reject this Plan.

4. *Class 4 — General Unsecured Claims*

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Subject to Article V.C and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; *provided, however*, that no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.
- c. *Voting:* Class 4 is Unimpaired, and Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of

the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan. Holders of General Unsecured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

5. Class 5 — Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* On the Effective Date, each Subordinated Claim shall be cancelled, released and extinguished, and each Holder of a Subordinated Claim shall not receive or retain any distribution, property, or other value on account of its Subordinated Claim.
- c. *Voting:* Class 5 is Impaired and not receiving any distribution under this Plan, and Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Subordinated Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 — Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.
- c. *Voting:* Class 6 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 — Intercompany Interests

- a. *Classification:* Class 7 consists of all Intercompany Interests.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.
- c. *Voting:* Class 7 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Interests are conclusively presumed to have accepted this Plan

pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan.

8. Class 8 — Existing Equity Interests

- a. *Classification:* Class 8 consists of all Existing Equity Interests.
- b. *Treatment:* Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests shall be canceled, released, discharged, and extinguished, and shall be of no further force or effect.
- c. *Voting:* Class 8 is Impaired and not receiving any distribution under this Plan, and Holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan.

C. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

Claims in Classes 1, 2 and 4 are Unimpaired under this Plan and their Holders are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2 and 4 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Classes

Claims in Class 3 are Impaired under this Plan and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject this Plan, including by acting through a voting Representative. For purposes of determining acceptance and rejection of this Plan, votes shall be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 (or, if applicable, the voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in any Class entitled to vote to accept or reject this Plan that is not Allowed pursuant to this Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of this Plan

Claims and Interests in Class 5 and 8 are Impaired and will receive no distribution under this Plan and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on this Plan and the votes of such



Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims and Interests shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of this Plan or Deemed Rejection of this Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under this Plan and, therefore, deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims entitled to vote (*i.e.*, Class 3). The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article XI to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to

section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept this Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date, absent consensual resolution of such controversy consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Interests on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in this Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

**Article IV.**  
**MEANS FOR IMPLEMENTATION OF THIS PLAN**

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan and this Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI, distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person. Notwithstanding the foregoing or similar provisions of this Plan with respect to settlements, such settlements are approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests is approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

B. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5) all other actions that the Debtors, the Reorganized Debtors and/or the applicable Entities reasonably determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Combined Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the

Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate this Plan).

C. *Corporate Existence*

Except as otherwise provided in this Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this Article

IV shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this Article IV shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate

or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder's share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

1. Absence of Listing / Transfer of New Equity Interests

On the Effective Date, the Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions shall be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New Equity Interests shall be that number of shares or membership interests as may be designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

I. *Exemption from Registration Requirements*

No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under this Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III and pursuant to the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are "underwriters" as that term is defined in such section; (2) restrictions under the



Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

#### J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity’s or Person’s receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to this Plan.

3. Management Incentive Plan

After the Effective Date, the Reorganized Board shall adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized Board in its sole discretion.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX below, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause

of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to this Article IV.N include any Claim or Cause of Action released or exculpated under this Plan (including, without limitation, by the Debtors).

O. *Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for each of the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and incurrence of the Exit Facilities; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form before the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

The authorizations, approvals and directives contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy Law.

P. *Prepetition Intercreditor Agreement*

Notwithstanding anything to the contrary in this Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims shall not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement shall be deemed so amended to the extent necessary to effectuate same.

Q. *Effectuating Documents; Further Transactions*

Before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of this Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to this Plan or the Transaction Support Agreement.

R. *Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of this Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

S. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

T. *Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

U. *Modifications to Executory Contracts and Unexpired Leases*

The Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

**Article V.**  
**TREATMENT OF EXECUTORY CONTRACTS**  
**AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Rejected Executory Contract/Unexpired Lease List shall be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything herein to the contrary, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease shall be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease shall be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease shall be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

*B. Payments on Assumed Executory Contracts and Unexpired Leases*

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

**Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.**

**Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided*, that the Debtors, with the consent of the Required Consenting Lenders may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date.

*C. Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to this Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. **Any Rejection Damages Claims that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection

Damages Claims shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.

Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); *provided*, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, shall be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date shall survive and remain unaffected by entry of the Combined Order.

E. *Reservation of Rights*

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.

F. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Insurance Policies (including any "tail coverage" and all agreements, documents, or instruments related thereto) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with



and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, shall be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements

shall be assumed and governed by the terms thereof. Subject to the preceding sentence, no counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to this Plan other than those applicable immediately before such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

**Article VI.**  
**PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors before the Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Special Rules for Distributions to Holders of Disputed Claims*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and

until all objections to the Disputed Claim have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

C. *Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date and Indemnification

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes in connection with this Plan, but excluding any income, franchise, or similar taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to distributions in respect of Securities deposited with DTC, the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other Representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

All distributions to Holders of DIP Claims shall be made to the DIP Agents or the Exit Term Loan Agent, as applicable, and the DIP Agents or the Exit Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

All distributions to Holders of Prepetition Term Loan Claims shall be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

### 3. Minimum Distributions

Notwithstanding any provision in this Plan to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ( $\frac{1}{2}$ ) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ( $\frac{1}{2}$ ) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC shall be treated as a single Holder.

### 4. Undeliverable Distributions

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

### E. *Compliance with Tax Requirements; Allocations*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors and any other applicable Distribution Agent (including for purposes of this Article VI, the Debtors) shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions hereunder and under all related agreements shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and any other applicable Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (a) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (b) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Notwithstanding any provision in this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this Article VI shall be treated as if distributed to the Holder of the Allowed Claim.

Any Person or Entity entitled to receive any property as an issuance or distribution under this Plan shall, upon request of the Reorganized Debtors or any other applicable Distribution Agent, deliver to the applicable Reorganized Debtor or any other applicable Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, an IRS Form W-9 or, if the payee is a foreign Person or Entity, an applicable IRS Form W-8 (together with all attachments), or any other forms or documents reasonably requested by a Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any Governmental Unit.

The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts*

Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, or the Combined Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

1. on and after the Effective Date, all Insurance Contracts (a) are found to be and shall be treated as, Executory Contracts under this Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (b) shall vest in the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions, and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts and as to which no Proof of Claim, Administrative Claim, or Cure Cost claim need be filed; and

2. solely with respect to Insurance Contracts, which, for avoidance of doubt, includes any and all collateral or security securing the Debtor's obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in this Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (a) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (b) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) workers' compensation claims, (ii) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in this Plan to proceed with its claim, and (iii) all costs in relation to each of the foregoing; and (c) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts and/or applicable non-bankruptcy law.

G. *Allocation of Distributions Between Principal and Interest*

Except as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated for United States federal (and applicable state and local) income tax purposes first to the principal portion of such Allowed Claim and, thereafter, to the remaining portion of such Allowed Claim, if any.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Combined Order, the DIP/Cash Collateral Orders, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

I. *Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in United States dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary herein, nothing in this Plan or the Combined Order shall modify the rights, if any, of any counterparty to a rejected Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy law or non-bankruptcy law, including, but not limited to, the (1) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their rejected Unexpired Lease(s) with the Debtors, or any successors to the Debtors, under this Plan, (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (3) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

K. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment

on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Insurers

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Insurance Contracts

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

**Article VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *No Filings of Proofs of Claim*

Except as otherwise provided in this Plan, Holders of Claims shall not be required to File a Proof of Claim, and except as provided in this Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection

to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. **Except as otherwise provided herein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance and Disallowance of Claims*

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

C. *Claims Administration Responsibilities*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

**Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to**



**by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

**Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. *Adjustment to Claims or Interests without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

**Article VIII.  
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to the provisions of Article VIII.B:

1. The Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period shall have occurred and remain occurring, and the Transaction Support Agreement shall not have been validly terminated before the Effective Date.

2. The DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Term Loan Facility shall not have been validly terminated before the Effective Date.

3. Any non-technical and/or immaterial amendments, modifications or supplements to this Plan have been consented to by the Debtors and the Required Consenting Term Lenders.

4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, shall have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order, and such order shall be in a Final Order and shall remain in full force and effect.

6. The final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and this Plan.

7. The Bankruptcy Court shall have entered the Combined Order, which shall be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from this Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with this Plan and shall:

- a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- b. be in form and substance acceptable to the Required DIP Term Lenders;
- c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;
- d. decree that the provisions in the Combined Order and this Plan are nonseverable and mutually dependent;
- e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under this Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by this Plan and the Plan Supplement, including the Management Incentive Plan;
- f. authorize the implementation of this Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods shall have expired or been terminated.

10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.

11. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.

12. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

13. The Restructuring Fees and Expenses shall have been paid in full in Cash (subject to any order of the Bankruptcy Court).

14. The restructuring to be implemented on the Effective Date shall be consistent with this Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.

15. There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of this Plan on the Effective Date:

1. The Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized Parent and distributed in accordance with the terms of this Plan.

2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in this Plan) shall have been validly issued by Reorganized Parent, shall be fully paid and non-assessable, and shall be free and clear of all taxes, Liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, shall be or have been, as applicable, funded and closed and be in full force and effect.

4. The Releases set forth in this Plan shall be in full force and effect.

5. The Debtors shall have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors shall complete the termination of registration of all Securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Effective Date.

B. *Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

C. *Effect of Non-Occurrence of Conditions to the Effective Date*

If the Confirmation of this Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

D. *Substantial Consummation*

“Substantial consummation” of this Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

**Article IX.**

**DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. *Discharge of Claims and Termination of Interests*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Combined Order, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into, the distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, rights against, and Interests in, the Debtors, the Reorganized Debtors, the Estates, or any of their assets or properties,

regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

**B. *Releases by the Debtors***

**To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction,**

(8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

**C. *Releases by Holders of Claims and Interests***

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the

Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### **D. *Exculpation***

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement,

the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

**E. *Permanent Injunction***

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to



**Article IX** hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

**F. *SEC Reservation of Rights***

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Combined Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of this Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to this Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with this Plan or the Combined Order;

L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of this Plan or the Combined Order;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Combined Order, or the Disclosure Statement;

Q. enter an order or final decree concluding or closing the Chapter 11 Cases;

R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;

S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

**Article XI.**  
**MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN**

A. *Modification of Plan*

Subject to the terms of the Transaction Support Agreement and the limitations contained in this Plan, the Debtors or Reorganized Debtors reserve the right to, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify this Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify this Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan upon order of the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims pursuant to this Plan, the Debtors may, with the consent of the Required Consenting Term Lenders, make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Supplement and/or the Combined Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

B. *Effect of Confirmation on Modifications*

Entry of the Combined Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur*

Subject to the occurrence of the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw this Plan before the entry of the Combined Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of this Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

**Article XII.**  
**MISCELLANEOUS PROVISIONS**

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the documents and instruments contained in the Plan

Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (1) shall receive or retain any property, or interest in property, under this Plan, (2) has filed a Proof of Claim in the Chapter 11 Cases (if applicable) or (3) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan. The Combined Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

Subject to the terms of the Transaction Support Agreement, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

C. *Payment of United States Trustee Statutory Fees*

All United States Trustee Statutory Fees due and payable to the United States Trustee before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, any and all United States Trustee Statutory Fees shall be paid to the United States Trustee when due and payable. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall each file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due, until the earliest of the Debtors' or Reorganized Debtors' case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The United States Trustee shall not be required to File a request for an Administrative Claim for United States Trustee Statutory Fees, and shall not be treated as providing any release under this Plan.

D. *Reservation of Rights*

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order. None of the filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, Representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Combined Order, each of the Reorganized Debtors (1) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or

arising out of the operations or the assets of the Debtors on or before the Effective Date, (2) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor before the Effective Date, and (3) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

| <b>Debtors</b>  | <b>Counsel to the Debtors</b>   |
|---|---|
| <p>The Container Store Group, Inc.<br/>500 Freeport Parkway,<br/>Coppell, TX 75019<br/>Attn: Tasha Grinnell</p>   | <p>Hunton Andrews Kurth LLP<br/>600 Travis Street, Suite 4200<br/>Houston, TX 77002<br/>Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, Philip M. Guffy<br/><br/>and<br/><br/>Latham &amp; Watkins LLP<br/>1271 Avenue of the Americas<br/>New York, NY 10020<br/>Attn: George A. Davis, Hugh Murtagh<br/><br/>and<br/><br/>Latham &amp; Watkins LLP<br/>355 South Grand Avenue, Suite 100<br/>Los Angeles, CA 90071<br/>Attn: Ted A. Dillman</p> |
| <b>United States Trustee</b>  | <b>Counsel to the Ad Hoc Group</b>  |
| <p>Office of the United States Trustee for the Southern District of Texas<br/>Trustee 515 Rusk Street, Suite 3516<br/>Houston, TX 77002<br/>Attn: Ha Nguyen, Vianey Garza</p> | <p>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch<br/><br/>and<br/><br/>Paul Hastings LLP<br/>600 Travis Street, Floor 58<br/>Houston, TX, 77002<br/>Attn: Schlea Thomas<br/><br/>and<br/><br/>Paul Hastings LLP<br/>2001 Ross Avenue, Suite 2700<br/>Dallas, TX 75201<br/>Attn: Charles Persons</p>  |

| Counsel to the DIP Term Loan Agents   | Counsel to DIP ABL Loan Agent  |
|---|--|
| Paul Hastings LLP<br>200 Park Avenue<br>New York, NY 10166<br>Attn: Alex Cota, Liz Loonam | Riemer & Braunstein LLP,<br>Times Square Tower, Seven Times Square, Suite<br>2506<br>New York, NY 10036<br>Attn: Donald E. Rothman<br><br>and<br><br>Frost Brown Todd LLP<br>2101 Cedar Springs Road, Suite 900<br>Dallas, TX 75201<br>Attn: Rebecca L. Matthews |

H. *Term of Injunctions or Stays*

Unless otherwise provided in this Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided*, that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in this Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/thecontainerstore> or the Bankruptcy Court's website at [www.txs.uscourts.gov](http://www.txs.uscourts.gov). To the extent any exhibit or document is inconsistent with the terms of this Plan,

unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, before Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Transaction Support Agreement, the Disclosure Statement, or any order entered before Confirmation (for avoidance of doubt, not including the Combined Order) referenced in this Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, however*, that the parties to the Transaction Support Agreement shall use commercially reasonable efforts to eliminate any such inconsistency by agreement prior to the provisions of this section becoming applicable and enforceable; *provided, further*, that the foregoing shall not abrogate any party's consent rights. To the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Combined Order, the Combined Order shall govern and control.

O. *No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Stakeholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors,



actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting Classes in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in “good faith” under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals, or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.



**Exhibit B**

**DIP & Exit ABL Commitment Letter**



December 21, 2024

The Container Store Group, Inc.  
The Container Store, Inc.  
500 Freeport Parkway  
Coppell, Texas 75019  
Attn: Mr. Jeff Miller  
Chief Financial Officer

**CONFIDENTIAL**

**\$140 Million Senior Secured (a) Debtor-in-Possession Revolving  
Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter**

Ladies and Gentlemen:

The Container Store Group, Inc., a Delaware corporation ("**Holdings**"), together with its subsidiaries, The Container Store, Inc., a Texas corporation ("**TCS**" or the "**Borrower**"), TCS Gift Card Services, LLC, a Virginia limited liability company ("**TCS Gift**"), C Studio Manufacturing Inc, a Delaware corporation ("**C Studio**"), and C Studio Manufacturing LLC, a Delaware limited liability company ("**C Studio M**"; and together with Holdings, TCS, TCS Gift and C Studio, "**you**"), is considering filing voluntary petitions (the proceedings resulting therefrom, the "**Chapter 11 Cases**") for relief under Title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") in order to implement a restructuring of the Debtors (collectively, the "**Transactions**").

The Borrower has requested certain financing from Eclipse Business Capital LLC and its affiliates (collectively, "**EBC**"), and has asked EBC to provide, subject solely to the conditions expressly set forth herein, (a) a \$140 million senior secured debtor-in-possession revolving credit facility (the "**DIP Revolving Facility**" and the commitments thereunder, the "**DIP Revolving Facility Commitment**", respectively), which DIP Revolving Facility shall be structured in substantially the form of Senior Secured Debtor-In-Possession Revolving Credit Agreement attached hereto as Exhibit A (the "**EBC DIP Credit Agreement**"), and (b) a senior secured revolving exit credit facility as structured in the form and manner set forth in Exhibit B attached hereto (the "**Exit Revolving Facility Commitment**"; together with the DIP Revolving Facility Commitment, collectively, the "**Commitments**").

**A. DIP Revolving Facility Commitment**

The proceeds of the DIP Revolving Facility will be used to (a) refinance certain existing debt of Borrower and its subsidiaries (including the "**Pre-Petition ABL Credit Facility**", as defined in the EBC DIP Credit Agreement), (b) pay fees and expenses related to the DIP Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures of the Borrower and certain of its subsidiaries, and (d) provide for the ongoing working capital needs of Borrower and certain of its subsidiaries, in each case as a debtor-in-possession asset-based senior secured loan financing during the Chapter 11 Cases.

All terms and conditions of the DIP Revolving Facility, including without limitation with respect to maturity, pricing, fees, collateral, representations and warranties, affirmative and negative covenants (including collateral reporting) and events of default shall be as set forth in the EBC DIP Credit Agreement and the other “Loan Documents” (as defined in the EBC DIP Credit Agreement; such documents, the “**DIP Loan Documents**”); provided, that the DIP Revolving Facility Commitment and the DIP Revolving Facility are subject solely to (a) the execution by Holdings and Borrower of that certain Transaction Support Agreement, dated as of December 21, 2024, by and among you and the Consenting Stakeholders (as defined therein) (the “**Transaction Support Agreement**”), (b) the Bankruptcy Court approving a debtor-in-possession term loan facility on terms and conditions substantially consistent with that certain DIP Term Loan Facility Term Sheet, attached as Exhibit 1 to Exhibit B to the Transaction Support Agreement (the “**DIP Term Facility Term Sheet**”) in the Interim DIP Order (as defined in the EBC DIP Credit Agreement), including, without limitation, that such approved debtor-in-possession term loan facility provides for up to \$40.0 million in new money term loans being made available to the Borrower, in each case subject to the terms and conditions of the DIP Term Facility Term Sheet (such debtor-in-possession term loan facility, a “**Conforming DIP Term Loan Facility**”), (c) the negotiation, execution and delivery of the DIP Loan Documents consistent herewith and otherwise reasonably satisfactory to EBC and you, and (d) the satisfaction (or waiver) of conditions set forth in Article IV of the EBC DIP Credit Agreement.

EBC hereby commits to provide 100% of the DIP Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in Article IV of the EBC DIP Credit Agreement.

#### **B. Exit Revolving Facility Commitment**

Based on the information you have provided to us and our discussions to date, EBC is pleased to advise you of its commitment to provide a senior secured, asset-based revolving credit exit facility (the “**Exit Revolving Facility**”) on substantially the terms described in, and subject solely to the satisfaction (or waiver) of the conditions precedent set forth under the heading “Conditions Precedent” in the Exit Facility Term Sheet attached hereto and incorporated herein as Exhibit B (the “**Exit Facility Term Sheet**”; and the credit agreement evidencing the Exit Revolving Facility, the “**Exit Facility Credit Agreement**”) in an aggregate principal amount of \$140 million.

The proceeds of the Exit Revolving Facility will be used to (a) refinance certain existing debt of the Debtors (including those obligations arising under the EBC DIP Credit Agreement) upon Debtors’ emergence from the Chapter 11 Cases, (b) pay fees and expenses related to the Exit Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Debtors post-emergence, in each case as an exit financing from the Chapter 11 Cases in the Bankruptcy Court in accordance with a plan of reorganization substantially consistent with the Plan (as defined in the Transaction Support Agreement) (including any Plan Supplements (as defined in the Transaction Support Agreement) that are not materially adverse to EBC), or otherwise in form and substance reasonably satisfactory to EBC (the “**Plan of Reorganization**”).

EBC hereby commits to provide 100% of the Exit Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent”. EBC hereby agrees that there are no conditions (implied or otherwise) to our commitments in respect of the closing of the Exit Revolving Facility on the Exit Closing Date other than the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” and such other or additional conditions precedent as may be customary for similar such transactions and are reasonably agreed to each party hereto. Upon satisfaction (or waiver by all of the lenders under the Exit Revolving Facility) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” (and such other or additional conditions precedent as may be customary for similar such transactions and are

reasonably agreed to by each party hereto), each party hereto will execute and deliver the definitive documentation for the Exit Revolving Facility to which it is a party, and the closing of the Exit Revolving Facility on the Exit Closing Date (as defined in the Exit Facility Term Sheet) shall occur.

**C. Miscellaneous**

Holdings and Borrower each represents that (a) all written information (other than projections, forecasts, financial estimates and/or projected information (the “**Projections**”) and/or information of a general economic or industry nature (the “**Information**”) that has been or will be made available to EBC by you or any of your representatives in connection with the Transactions and the Commitments, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement 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) and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time such Projections are made available to us; it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized.

Holdings and Borrower each agree (a) to indemnify and hold harmless EBC and its controlled affiliates and their respective directors, officers, employees, advisors, attorneys, agents and other representatives (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages and liabilities that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with this Commitment Letter, the DIP Revolving Facility, the Exit Revolving Facility, the use of the proceeds thereof, or the Transactions or any litigation, investigation or proceeding relating to any of the foregoing (including in relation to enforcing the terms of this paragraph) (each, a “**Proceeding**”), which indemnity shall be effective whether or not any Indemnified Person is a party thereto and whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person promptly upon written demand for any reasonable and documented out-of-pocket legal or other documented out-of-pocket expenses (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to the Indemnified Persons and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected Indemnified Persons); provided, that the foregoing indemnity will not, as to any Indemnified Person, apply (i) to losses, claims, damages, liabilities or related expenses to the extent such loss, claim, damage, liability or related expense is found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from the willful misconduct, bad faith or gross negligence of such Indemnified Person or its controlled affiliates, directors, officers, employees, attorneys, advisors, agents or other representatives (collectively, the “**Related Parties**”), (ii) to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from a material breach of the obligations of such Indemnified Person or its Related Parties under this Commitment Letter or (iii) to the extent arising from any dispute solely among Indemnified Persons (other than a Proceeding against any Indemnified Person in its capacity as an agent or arranger or similar role under the DIP Revolving Facility or the Exit Revolving Facility unless such loss, claim, damage, liability or related expense arise from the willful misconduct, bad faith, or gross negligence of such Indemnified Person (as determined by a court of competent jurisdiction in a final, nonappealable judgment)) not arising out of any act or omission on the part of you or your affiliates; and (b) regardless of whether the Exit Facility Closing Date occurs, to

reimburse EBC and its affiliates for all reasonable and documented out-of-pocket expenses (including, without limitation, due diligence expenses, syndication expenses, financial advisor's fees, consultant's fees, travel expenses, and the fees, charges and, subject to the limitations described below, disbursements of counsel) incurred in connection with the DIP Revolving Facility and Exit Revolving Facility and any related documentation (including this Commitment Letter, and the definitive financing documentation in connection with the DIP Revolving Facility and Exit Revolving Facility) or the administration, amendment, modification or waiver thereof (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to EBC and its affiliates, taken as a whole, and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected persons). No Indemnified Person or any other party hereto shall be liable for any damages arising from the use by others of any information or other materials obtained through electronic, telecommunications or other information transmission systems, including an electronic platform or otherwise via the internet, except to the extent of direct, as opposed to indirect, consequential or punitive damages arising from the gross negligence or willful misconduct of the relevant party. None of the Indemnified Persons or you or any of your or their respective Related Parties of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Revolving Facility, Exit Revolving Facility, or the transactions contemplated hereby and thereby, *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth herein.

You shall not, without the prior written consent of each applicable Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person or any injunctive relief or other non-monetary remedy. You acknowledge that any failure to comply with your obligations under the preceding sentence may cause irreparable harm to EBC and the other Indemnified Persons.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein or therein (including an obligation to negotiate the DIP Loan Documents and the definitive documentation for the Exit Revolving Facility in good faith).

This Commitment Letter shall not be assignable by you without the prior written consent of EBC or by EBC without your prior written consent (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons.

The contents of this Commitment Letter are confidential. Holdings and Borrower each agrees that it will not show, circulate, or otherwise disclose this letter or its contents to any other person, except (i) its affiliates, and its and their officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (ii) as required in a legal, judicial or administrative proceeding or other compulsory process or as requested by any governmental authority or as otherwise required by applicable law, and (iii) in any suit or legal action or proceeding relating to Holdings' or Borrower's exercise of any rights or remedies hereunder. Notwithstanding anything to the contrary in the foregoing, you shall be permitted to provide unredacted copies of the Commitment Letter (and the attachments hereto) to (i) the Consenting Stakeholders under the Transaction Support Agreement, (ii) the term loan lenders under the Conforming DIP Term Loan Facility, (iii) the Bankruptcy Court and the Office of the United States Trustee and any official committee appointed in the Chapter 11 Cases and (iv) any

other party ordered by the Bankruptcy Court, or otherwise as needed in connection with any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, in each case of this clause (iv) in connection with any motion seeking approval of the DIP Revolving Facility, the Exit Revolving Facility and solely for the use of the Bankruptcy Court or such other party in connection with such motion.

EBC shall treat confidentially (i) all information received by it in connection with this Commitment Letter and the transactions contemplated hereby and (ii) the terms and substance of this Commitment Letter; provided, however, that nothing herein shall prevent EBC from disclosing any such information (a) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, (b) upon the request or demand of any regulatory authority having jurisdiction over EBC, (c) to the officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (d) to the extent any such information becomes publicly available other than by reason of disclosure by EBC or officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors in breach of this Commitment Letter, and (e) for purposes of establishing a “due diligence” defense. The provisions of this paragraph shall automatically terminate two years following the date of this Commitment Letter.

The laws of the State of New York (but without giving effect to any choice or conflicts of law provisions or rules (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of New York) shall govern all matters arising out of, in connection with or relating to this letter. The parties hereto consent and agree that the Bankruptcy Court, or if such court shall no longer have jurisdiction over the Chapter 11 Cases, then the state or federal courts located in New York County, New York, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this letter or any transaction contemplated herein. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS LETTER AND ANY TRANSACTIONS CONTEMPLATED HEREIN. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

The provisions of this letter regarding fees and expenses, indemnities, confidentiality and those set forth in the prior two paragraphs (in each case, except as expressly contemplated in such provisions) shall survive the termination or expiration of this letter and shall remain in full force and effect regardless of whether the transaction contemplated herein closes; provided, that if (a) the DIP Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the DIP Revolving Facility shall be superseded and deemed replaced by the terms of the DIP Loan Documents, and (b) if the Exit Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the Exit Revolving Facility shall be superseded and deemed replaced by the terms of the Exit Loan Documents.

This Commitment Letter may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., a “pdf” or “tiff”) will be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract



formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

This Commitment Letter shall automatically (and without further notice or action) expire and terminate on the earliest to occur of the following: (i) with respect to the DIP Revolving Facility Commitment, the execution and delivery of the DIP Loan Documents and the initial funding of the DIP Revolving Facility; (ii) with respect to the Exit Revolving Facility Commitment, the execution and delivery of the definitive documentation for the Exit Revolving Facility and the initial funding of the Exit Revolving Facility; (iii) entry of an order by the Bankruptcy Court converting the Chapter 11 Cases to proceedings under chapter 7 of the United States Bankruptcy Code or dismissing the Chapter 11 Cases; (iv) with respect to the DIP Revolving Facility, the date that is three (3) business days after the Petition Date (as defined in the EBC DIP Credit Agreement) (or, if such third day is not a business day, the first succeeding business day thereafter) unless the Bankruptcy Court shall have entered the Interim DIP Order (as defined in the EBC DIP Credit Agreement and as may be modified by the Bankruptcy Court or the parties hereto prior to its entry, provided such modifications are reasonably acceptable to EBC in form and substance) on or before such date; or (v) with respect to the Exit Revolving Facility, if the effective date of the Plan of Reorganization has not occurred by the Plan Outside Date Milestone (as defined in the Transaction Support Agreement as in effect on the date hereof, and as such date may be extended in accordance with the Transaction Support Agreement).

*[Signatures Appear Following Pages]*

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

**ECLIPSE BUSINESS CAPITAL LLC**

By: 

Name: Thomas stone

Title: Authorized Signatory

*[Signatures Continued Next Page]*



EXHIBIT A  
Form of Senior Secured Debtor-In-Possession Revolving Credit Agreement  
(see attached)

**R&B DRAFT**  
**12/20/2024**

**SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
ASSET-BASED REVOLVING CREDIT AGREEMENT**

\$140,000,000

Dated as of December [24], 2024

among

THE CONTAINER STORE, INC.,  
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Lead Arranger

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EXHIBITS

*Form of*

|     |  |
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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
ASSET-BASED REVOLVING CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ASSET-BASED REVOLVING CREDIT AGREEMENT (this “Agreement”) is entered into as of December [24], 2024, among THE CONTAINER STORE, INC., a Texas corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “Borrower”), the Guarantors party hereto as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, each lender from time-to-time party hereto (collectively, the “Lenders” and individually, a “Lender”), ECLIPSE BUSINESS CAPITAL LLC (“Eclipse”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December [24], 2024 (the “Petition Date”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) (collectively, the “Chapter 11 Cases”), and each Chapter 11 Debtor has continued and is continuing in the possession of its assets and management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, The Container Store Group, Inc., a Delaware corporation and Chapter 11 Debtor (“Holdings”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured super-priority priming asset-based revolving debtor-in-possession credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement and the Financing Orders (the “ABL DIP Facility”), the proceeds of which shall be used (i) for operating, working capital and other general corporate purposes of the Borrower and the Guarantors, including, together with a portion of the loans made under the DIP Term Facility, to refinance in full on the Closing Date the indebtedness outstanding under the Prepetition ABL Credit Facility (and to cash collateralize letters of credit outstanding thereunder), and (ii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases;

WHEREAS, the Lenders are willing to make Committed Loans to the Borrower, subject to the terms and conditions set forth in this Agreement and the Financing Orders;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and subject to the Carve Out, secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents and the Financing Orders; and

WHEREAS, the relative priority of the Liens under the ABL DIP Facility, the DIP Term Facility and the Prepetition Term Loan Facility with respect to the Collateral granted to secure the Obligations and the “Obligations” as defined in each of the DIP Term Facility and the Prepetition Term Loan Facility shall be as set forth in the Interim Financing Order and the Final Financing Order, as applicable, in each case upon entry thereof by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS AND ACCOUNTING TERMS**

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL DIP Facility**” has the meaning specified in the recitals hereto.

“**ABL DIP Superpriority Claim**” shall have the meaning set forth in the Financing Orders.

“**ABL Priority DIP Collateral**” shall have the meaning specified therefor in the Financing Orders.

“**ABLSoft**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Acceptable Plan of Reorganization**” shall mean a plan of reorganization for each of the Chapter 11 Cases that (i) provides for the termination of the unused commitments under the ABL DIP Facility and the exchange of the Committed Loans and other Obligations hereunder for loans under the Exit ABL Facility (as defined below) and full discharge of the Borrower’s and Guarantors’ Obligations hereunder at emergence, (ii) to the maximum extent permitted by applicable law, contains releases for the Agents and the Lenders in form and substance reasonably satisfactory to the Agents and the Lenders, (iii) is consistent with the Transaction Support Agreement, and (iv) provides for entry into the “Exit ABL Facility” (as defined in the Transaction Support Agreement) with Eclipse as lender and agent (such facility the “**Exit ABL Facility**”). For the avoidance of doubt, the Plan (as defined in the Transaction Support Agreement as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms hereof and thereof) shall be deemed an Acceptable Plan of Reorganization.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

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

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by (i) the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Bankruptcy Court Order**” shall mean (a) the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement in a manner satisfactory to the Administrative Agent in its reasonable discretion (to the extent any such modification is adverse to the Lenders or Administrative Agent), (b) any other order entered by the Bankruptcy Court (in each case in form and substance satisfactory to the Administrative Agent in its reasonable discretion) regarding, relating to or impacting (i) any rights or remedies of any Credit Party, (ii) the Loan Documents or the DIP Term Loan Documents (including the Borrower’s and the Guarantors’ obligations thereunder), (iii) the Collateral, any Liens thereon or any ABL DIP Superpriority Claims (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or ABL DIP Superpriority Claims), (iv) the use of cash collateral, (v) debtor-in-possession financing, (vi)

adequate protection or otherwise relating to any of the Prepetition Facilities or (vii) any plan of reorganization (it being understood that any Acceptable Plan of Reorganization is in form and substance satisfactory to the Administrative Agent in its reasonable discretion) and (c) any other order entered by the Bankruptcy Court that has not been vacated, reversed or stayed.

“**Approved Budget**” shall mean the “Initial Budget” as defined in the Interim Financing Order, as such budget is modified pursuant to the terms of the Financing Orders and in form and substance reasonably acceptable to the Administrative Agent.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Arranger**” means Eclipse Business Capital LLC.

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

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for each leased Store or distribution center of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State (consistent with the Administrative Agent’s usual practices), (c) 50% of Customer Credit Liabilities, (d) an amount based on

rent which is past due for more than ten days for any of the Borrower's or Subsidiary Guarantors' leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) [reserved], (f) such other reserves established in the Administrative Agent's reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, Permitted Encumbrances, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory, and (j) reserves reasonably calculated to cover the Lenders' exposure for funding the Carve Out, which for the avoidance of doubt, shall be reduced by any amounts then held in the Carve Out Reserve Account (in each case as determined in good faith by the Administrative Agent, including, but not limited to, in accordance with the Approved Budget).

**"Available Tenor"** means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" (or similar concept) pursuant to clause (e) of Section 3.02.

**"Avoidance Actions"** has the meaning set forth in the Financing Orders.

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

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

**"Bankruptcy Code"** has the meaning specified in the introductory paragraphs hereto.

**"Bankruptcy Court"** has the meaning specified in the introductory paragraphs hereto.

**"Base Rate"** means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent (½%), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo Bank, N.A.'s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and

recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

**“Base Rate Committed Loan”** means a Committed Loan that is a Base Rate Loan.

**“Base Rate Loan”** means a Loan that bears interest based on the Base Rate.

**“Benchmark”** means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

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

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

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

**“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such 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 for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes



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

“**Benchmark Replacement Date**” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer 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, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) 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, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such 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 FRB, the NYFRB, the CME Term SOFR Administrator, 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), in each case, 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 no longer, or as of a specified future date will no longer 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 Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

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

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus

- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Carve Out Reserve Account**” has the meaning given to the term “Carve-Out Reserve Account” in the Financing Orders.

“**Carve Out**” shall mean the “Carve Out” as defined in the Financing Orders.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Restricted Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

**“Cash Management Order”** means, as applicable, the interim and final order of the Bankruptcy Court in substantially the form reviewed by the Administrative Agent prior to the Closing Date, together with all extensions, modifications and amendments, in each case, in form and substance reasonably acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Chapter 11 Debtors' use of its existing cash management systems, (b) authorizes the Chapter 11 Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

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

**“CERCLIS”** means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

**“CFC”** means a Person that is a controlled foreign corporation under Section 957 of the Code.

**“Change in Law”** means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender's or L/C Issuer's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

**“Chapter 11 Cases”** has the meaning specified in the introductory paragraphs hereto.

**“Chapter 11 Debtors”** has the meaning specified in the introductory paragraphs hereto.

**“Class”** when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and

when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

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

“**Collateral**” means all of the “DIP Collateral” (or equivalent term) as defined in the Interim Financing Order (and, when entered, the Final Financing Order).

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Financing Orders and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December [20], 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

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

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

**“Consolidated”** means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

**“Contractual Obligation”** means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

**“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.

**“Corresponding Tenor”** with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

**“Cost”** means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

**“Covered Entity”** means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

**“Covered Party”** has the meaning specified in Section 11.22.

**“Credit Card Advance Rate”** means 100%.

**“Credit Card Receivables Component”** means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

**“Credit Extensions”** mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

**“Credit Party”** means, individually, and **“Credit Parties”** means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

**“Credit Party Expenses”** means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and

external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

**“Customer Credit Liabilities”** means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

**“Customs Broker Agreement”** means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

**“Daily Simple SOFR”** means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

**“DDA”** means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

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

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Default Rate”** means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

**“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**“Defaulting Lender”** means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

**“Dilution”** means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

**“Dilution Reserve”** shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

**“DIP Facilities”** shall mean, collectively, the ABL DIP Facility and the DIP Term Facility.



“**DIP Term Facility**” shall mean the term loan credit facility evidenced by the DIP Term Loan Documents, including commitments and loans thereunder.

“**DIP Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the DIP Term Loan Agreement or by the DIP Term Loan Agent pursuant to the DIP Term Facility as set forth therein in the DIP Term Loan Agreement.

“**DIP Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the DIP Term Loan Agreement.

“**DIP Term Loan Agreement**” shall mean that certain Senior Secured Super-Priority Priming Debtor-In-Possession Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the DIP Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Documents**” shall mean the DIP Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the DIP Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Obligations**” shall mean the “Obligations” as defined in the DIP Term Loan Agreement.

“**Discharge of Term Obligations**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“**Disqualified Equity Interests**” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date.

“**Dividing Person**” has the meaning specified in the definition of “Division.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “**Dividing Person**”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

**“Division Successor”** means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

**“Dollar”**, **“dollars”** and **“\$”** mean lawful money of the United States.

**“Domestic Subsidiary”** means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

**“Drawing Document”** means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

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

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

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

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

**“Eligible Assignee”** means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

**“Eligible Accounts”** means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or

such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];
- (f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;
- (g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;
- (h) it is payable in a currency other than Dollars or Canadian Dollars;
- (i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;
- (j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien;

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such

Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a “Business Activity Report” (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.13 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

**“Eligible In-Transit Inventory”** means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

**“Eligible Inventory”** means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

- (a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;
- (b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;
- (c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located in the United States of America (excluding Puerto Rico and other territories or possessions of the United States).
- (d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;
- (e) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (subject to the priorities set forth in the Financing Orders;
- (f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;
- (g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;
- (h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;
- (i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere

with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

**“Eligible Letter of Credit”** means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

**“Enhanced Collateral Trigger Event”** means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

**“Environmental Laws”** means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

**“Environmental Liability”** means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Restricted Subsidiaries 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 pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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

**“Equity Interests”** means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and



whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“**Equity Investors**” means Holdings, the Sponsor and the Management Stockholders.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

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

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
  - (i) the Borrowing Base; or
  - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

**“Excluded Account”** means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) trust accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards and (g) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

**“Excluded Swap Obligation”** means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’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 such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

**“Excluded Taxes”** means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

**“Existing Credit Agreement”** means that certain Credit Agreement dated as of April 6, 2012 among the Borrower, the guarantors party thereto, the Administrative Agent, the lenders party thereto and the other agents party thereto, as amended.

**“Existing Letters of Credit”** means the Letters of Credit set forth on Schedule 2.03.

**“Facility”** means the Commitments, Loans and other Credit Extensions under this Agreement.

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

**“Federal Funds Effective Rate”** means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**Financing Orders**” shall mean, collectively, the Interim Financing Order and the Final Financing Order.

“**Final Financing Order**” shall have the meaning assigned to such term in Section 4.02(e).

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and the Financing Orders).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Floor**” means 2.00%.

“**Foreign Lender**” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

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

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

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

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

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

“**Guarantee**” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, 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 or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower (in each case pursuant to the terms and conditions hereof and of the Financing Orders).

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or

asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be

deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of April 6, 2012, by and among JPMorgan Chase Bank, N.A., as ABL Agent, and JPMorgan Chase Bank, N.A., as Term Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as further amended by the Financing Orders, including to add the Agents and the DIP Term Loan Agents thereto.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Maturity Date.

“**Interim Financing Order**” shall have the meaning assigned to such term in Section 4.01(i).

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“**IRS**” means the United States Internal Revenue Service.

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

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

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and

administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;



(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

**“Letter of Credit Disbursement”** means a payment made by an L/C Issuer pursuant to a Letter of Credit.

**“Letter of Credit Expiration Date”** means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

**“Letter of Credit Fee”** has the meaning specified in Section 2.09(c).

**“Letter of Credit Sublimit”** means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest 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 Estate, and any Capital Lease Obligations having substantially the same economic effect as any of the foregoing).

**“Liquidation”** means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

**“Loan”** means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

**“Loan Account”** has the meaning assigned to such term in Section 2.11(a).

**“Loan Documents”** means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents (including the Financing Orders), (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Management Agreement”** means the Amended and Restated Management Services Agreement dated as of September 1, 2011 between Leonard Green & Partners, L.P. (or any Affiliate of Leonard Green & Partners, L.P. to which such agreement has been assigned) and the Borrower as in effect as of the Closing Date or as amended in any manner not materially adverse to the Lenders.

**“Management Stockholders”** means the members of management of Holdings or any of its Subsidiaries who are investors in Holdings or any direct or indirect parent thereof on the Closing Date.

**“Material Adverse Effect”** means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Restricted Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Material Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Material Subsidiary of any Loan Document to which it is a party (in each case, other than (i) the commencement of a proceeding under the Bankruptcy Code and the filing of the Chapter 11 Cases, (ii) the events and conditions related to or that led to the commencement of the Chapter 11 Cases, (iii) events that customarily and reasonably result from the commencement of the Chapter 11 Cases (in each case, other than matters affecting the Loan Parties that are not subject to the automatic stay) and any action required to be taken under the Loan Documents or under an order of the Bankruptcy Court, and (iv) the consummation of the transactions contemplated or actions required to be taken pursuant to the Approved Bankruptcy Court Orders or the Approved Plan of Reorganization).

**“Material Indebtedness”** means Indebtedness (other than the Obligations) of any of Holdings or any of its Restricted Subsidiaries in an aggregate principal amount exceeding \$10.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

**“Material Intellectual Property”** means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Restricted Subsidiaries.

**“Material Subsidiary”** means, at any date of determination, any Restricted Subsidiary or group of Restricted Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

**“Maturity Date”** has the meaning specified in Section 2.07(a).

**“Maximum Rate”** has the meaning specified in Section 11.09.

**“Measurement Period”** means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Restricted Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

**“Moody’s”** means Moody’s Investors Service, Inc. and any successor thereto.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Restricted Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Restricted Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of the Chapter 11 Cases or any other proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Official Committee**” means any official committee of unsecured creditors appointed in any of the Chapter 11 Cases.

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

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

**“Other Taxes”** means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

**“Outstanding Amount”** means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

**“Overadvance”** means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

**“Overnight Bank Funding Rate”** means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

**“Participant”** has the meaning specified in [Section 11.06\(d\)](#).

**“Participant Register”** has the meaning specified in [Section 11.06\(d\)](#).

**“Payment”** has the meaning specified in [Section 9.18\(a\)](#).

**“Payment Notice”** has the meaning specified in [Section 9.18\(b\)](#).

**“PBGC”** means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Restricted Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Restricted Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and

- (d) Together with all other Permitted Overadvances then outstanding, shall not
- (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
  - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for "inadvertent Overadvances" (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such "inadvertent Overadvances" shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

**"Permitted Prior Liens"** has the meaning set forth in the Financing Orders.

**"Permitted Protest"** means the protest by the Borrower or any Restricted Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Restricted Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

**"Permitted Refinancing Indebtedness"** means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Restricted Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

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

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition ABL Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition ABL Credit Agreement.

“**Prepetition ABL Credit Agreement**” shall mean that certain Credit Agreement, dated as of April 6, 2012, by and among the Borrower and the Guarantors party thereto, the lenders party thereto, the Prepetition ABL Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“**Prepetition ABL Credit Facility**” shall mean a senior secured asset-based revolving credit facility made available to the Borrower pursuant to the Prepetition ABL Credit Agreement.

“**Prepetition ABL Debt**” means the “Prepetition ABL Secured Obligations” as defined in the Interim Financing Order or, after entry thereof, the Final Financing Order.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prepetition Debt**” shall mean collectively, the Prepetition ABL Debt and the Prepetition Term Debt.

“**Prepetition Facilities**” shall mean, collectively, the Prepetition ABL Credit Facility and the Prepetition Term Loan Facility.

“**Prepetition Term Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent for the Prepetition Term Lenders.

“**Prepetition Term Debt**” means the “Obligations” as defined in the Prepetition Term Loan Credit Agreement.

“**Prepetition Term Lenders**” shall mean the lenders party to the Prepetition Term Loan Credit Agreement.

**“Prepetition Term Loan Credit Agreement”** shall mean that certain Senior Secured Term Loan Agreement, dated as of April 6, 2012, by and among the Borrower and Guarantors party thereto, the Prepetition Term Lenders, the Prepetition Term Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

**“Prepetition Term Loan Documents”** shall mean the Prepetition Term Loan Credit Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Prepetition Term Loan Credit Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

**“Prepetition Term Loan Facility”** shall mean a senior secured term loan credit facility made available to the Borrower pursuant to the Prepetition Term Loan Credit Agreement.

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

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

**“Public Lender”** has the meaning specified in Section 6.02.

**“Public Offering”** means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

**“Real Estate”** means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

**“Reference Time”** with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

**“Register”** has the meaning specified in Section 11.06(c).

**“Registered Public Accounting Firm”** has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

**“Regulation T”** means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

**“Regulation U”** means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

**“Regulation X”** means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.



**“Related Parties”** means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

**“Release”** means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

**“Relevant Governmental Body”** means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

**“Relevant Rate”** means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

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

**“Reports”** has the meaning provided in Section 9.12(b).

**“Request for Credit Extension”** means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

**“Required Lenders”** means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

**“Reserves”** means all (if any) Inventory Reserves and Availability Reserves.

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

**“Responsible Officer”** means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) by the Borrower or any of its Restricted Subsidiaries with respect to any Equity Interest of Holdings or any of its Restricted Subsidiaries, or any payment by the Borrower or any of its Restricted Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of

any such Equity Interest, or on account of any return of capital to Holdings' or any of its Restricted Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof). For the avoidance of doubt, payments made pursuant to the Management Agreement shall not be considered Restricted Payments.

**“Restricted Subsidiary”** means any Subsidiary of Holdings other than an Unrestricted Subsidiary. In all events, the Borrower shall be deemed a Restricted Subsidiary of Holdings. A Restricted Subsidiary of Holdings that is also a Subsidiary of the Borrower shall also be deemed to be a Restricted Subsidiary of the Borrower.

**“S&P”** means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

**“Sanctioned Country”** means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson 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, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

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

**“Scheduled Maturity Date”** has the meaning specified in Section 2.07(a).

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

**“Second Priority”** means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents (subject to Permitted Liens and the Financing Orders).

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Securities Laws”** means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

**“Settlement Date”** has the meaning specified in Section 2.14(a).

**“Shrink”** means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

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

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Sponsor**” means Leonard Green & Partners, L.P., a Delaware limited partnership.

“**Standard Letter of Credit Practice**” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“**Stated Amount**” means at any time the maximum amount for which a Letter of Credit may be honored.

“**Store**” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Restricted Subsidiary.

“**Subordinated Indebtedness**” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“**Subsidiary Guarantors**” means collectively, all Restricted Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

**“Supermajority Lenders”** means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

**“Swap Contract”** means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

**“Swap Obligation”** means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

**“Swedish Credit Facility”** means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

**“Swing Line”** means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

**“Swing Line Lender”** means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

**“Swing Line Loan”** has the meaning specified in Section 2.04(a).

**“Swing Line Sublimit”** means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

**“Synthetic Debt”** means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to

function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Restricted Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“**Term Benchmark**” 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 Term SOFR Rate.

“**Term Loan Documents**” means, individually and collectively, the DIP Term Loan Documents and the Prepetition Term Loan Documents.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the DIP Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL DIP Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the repayment and termination of

the Prepetition ABL Credit Facility, (d) the consummation of any other transactions in connection with the foregoing and (e) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means fees and expenses incurred in connection with the closing of this Agreement and the Term Facility.

“**Transaction Support Agreement**” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December [20], 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonable acceptable to the Administrative Agent accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

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

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” 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.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

**“Unrestricted Subsidiary”** means (a) each Subsidiary of Holdings listed on Schedule 5.13 and designated as an “Unrestricted Subsidiary,” (b) any Subsidiary of Holdings designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.18 subsequent to the date hereof, and (c) any Subsidiary of an Unrestricted Subsidiary; provided, that no Subsidiary of Holdings may be designated as Unrestricted Subsidiary after the Closing Date.

**“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 Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

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

**“U.S. Loan Party”** means any Loan Party that is organized under the laws of one of the states of the United States of America and that is not a CFC.

**“U.S. Special Resolution Regimes”** has the meaning specified in Section 11.22.

**“U.S. Tax Compliance Certificate”** has the meaning specified in Section 3.01(g)(iii).

**“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.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The 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, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) 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 thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory

and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

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

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].



1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

## ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “**Committed Loan**”) to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender’s Commitment, or (y) such Lender’s Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

#### 2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there

are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

## 2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the

rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the

beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or

notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by,



and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a “Swing Line Loan”) to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender’s Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender’s Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender’s Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower’s irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender’s Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof)

and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time

during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

#### 2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Restricted Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the DIP Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

#### 2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

#### 2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the earliest of (a) the date twenty-four (24) months from the Closing Date (the “**Scheduled Maturity Date**”) (b) 45 days after the Petition Date (or such later date as the Administrative Agent may approve in writing in its sole discretion) if the Final Financing Order has not been entered prior to the expiration of such period, (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be

no later than the “effective date” thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (d) the consummation of a sale of all or substantially all of the assets of the Chapter 11 Debtors under section 363 of the Bankruptcy Code, and (e) the acceleration of the Loans and the termination of the Commitments in accordance with this Agreement (the earliest of such dates, the “**Maturity Date**”). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted) including by exchange of the Obligations into loans under the Exit ABL Facility in accordance with an Acceptable Plan of Reorganization, and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Maturity Date and in accordance with Section 2.04(c).

(c) Notwithstanding anything to the contrary herein, pursuant to the Commitment Letter, subject to the sole to the satisfaction (or waiver) of the conditions precedent set forth therein, the Loans, including all accrued and unpaid interest thereon and all other Obligations hereunder shall be converted into loans under the Exit Revolving Facility (as defined in the Commitment Letter), and the Aggregate Commitments hereunder shall terminate and be replaced by commitments under the Exit Revolving Facility, in each case, upon the effectiveness of the Plan of Reorganization (as defined in the Commitment Letter).

#### 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

#### 2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the “**Commitment Fee**”) equal to a 0.50% per annum (the “**Commitment Fee Rate**”), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment

Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. 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, subject to Section 2.12(a), bear interest for one 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. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

#### 2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of

such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

## 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.



(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

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

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower 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 Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Restricted Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

#### 2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, 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 hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

### **ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term "Lender" in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative

Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable 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 Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) 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. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a

Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. 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 Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties 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 Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from

such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree 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 or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender 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 subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

### 3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) 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 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 or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Base Rate Borrowing. 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 the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

### 3.03 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.



(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

#### **ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement by each of the parties hereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) [reserved];

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) [reserved];

(ix) [reserved];

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the Prepetition ABL Credit Facility and all commitments thereunder, the repayment in full of all Indebtedness and other amounts owing thereunder, and the cash collateralization of the Existing Letters of Credit, and the termination and release by the Prepetition ABL Agent, except as otherwise provided in the Interim Financing Order, of any interest in and to any assets and properties of each Borrower and Guarantor securing the Prepetition ABL Credit Facility, except as otherwise provided in the Interim Financing Order, duly authorized, executed (to the extent applicable) and delivered by it or each of them; and

(xi) copies of documentation for the DIP Term Facility, which documentation shall include the DIP Term Loan Agreement and all exhibits and schedules thereto and the DIP Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than November 23, 2024.

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Administrative Agent shall have received evidence, in form and substance satisfactory to Administrative Agent, that Administrative Agent has a valid perfected first priority security interest in all of the ABL Priority DIP Collateral (having the priority set forth in the Interim Financing Order).

(g) The Borrower and each Guarantor shall be a debtor and a debtor-in-possession. All of the “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) of the type referred to in clause (a) (other than the Final Financing Order) and (b) of the definition of “Approved Bankruptcy Court Order” shall be in form and substance satisfactory to the Administrative Agent and the Lenders in their reasonable discretion, and all other “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

(h) The Cash Management Order shall have been entered by the Bankruptcy Court, which Cash Management Order shall be in full force and effect and shall not have been (x) stayed, vacated or reversed, or (y) amended or modified except as otherwise agreed to in writing by Administrative Agent in its reasonable discretion.

(i) Not later than three (3) Business Days following the commencement of the Chapter 11 Cases (or such later date as the Administrative Agent may agree), an interim order approving the Loan Documents in form and substance satisfactory to each of the Lenders in its reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the “**Interim Financing Order**”) shall have been entered by the Bankruptcy Court, which Interim Financing Order shall, among other things, (i) have been entered on such prior notice to such parties as may be satisfactory to the Lenders in their reasonable discretion, (ii) authorize the extensions of credit in respect of the DIP Facilities, each in the amounts and on the terms set forth herein, (iii) grant the DIP Superpriority Claims status and other Collateral and Liens referred to herein and in the other Loan Documents, (iv) approve the payment by the Borrower of the fees provided for herein and under the Fee Letter, (v) approve the repayment in full of the Prepetition ABL Credit Agreement from the proceeds of the DIP Facilities and, upon the indefeasible repayment of the Prepetition ABL Debt, the release of all Liens securing the Prepetition ABL Debt and (vi) not have been (A) stayed, vacated or reversed, or (B) amended or modified except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion. The Administrative Agent shall have received a signed copy of the Interim Financing Order.

(j) No trustee or examiner (other than a fee examiner) having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner) shall have been appointed or elected, or the Borrower or any Guarantor shall have applied for, consented to, or acquiesced in, any such appointment, with respect to the Borrower and the Guarantors, any of their Chapter 11 Debtor subsidiaries or their respective properties.

(k) There shall exist no unstayed action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Borrower and the Guarantors) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases, the events and circumstances leading thereto, and the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that would reasonably be expected to have a Material Adverse Effect;

(l) An Acceptable Plan of Reorganization shall have been filed in the Chapter 11 Cases with the Bankruptcy Court.

(m) [Reserved].

(n) [Reserved].

(o) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of DIP Term Loans on the Closing Date), both (i) Excess Availability shall be no less than \$20,000,000 and (ii) the sum of Excess Availability and the Loan Parties' cash on hand (including, without limitation, all cash on deposit in the DIP Proceeds Account (as defined in the Interim Financing Order), the Carve Out Reserve Account and the operating accounts of the Loan Parties, but excluding any Letter of Credit Cash Collateral (as defined in the Interim Financing Order)) shall be no less than \$45,000,000.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Solely with respect to the making of Loans or issuance of Letters of Credit occurring on or after the date that is 45 days after the entry of the Interim Financing Order (or such later date as the Administrative Agent may approve in writing in its reasonable discretion, a final order approving the Loan Documents in form and substance satisfactory to Required Lenders in their reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the "**Final Financing Order**") (it being understood and agreed that an order entered by the Bankruptcy Court substantially in the form of the Interim Financing Order, with only such modifications as are required to reflect the interim relief being approved on a final basis and otherwise satisfactory in form and substance to the Required Lenders in their reasonable discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to the Administrative Agent), (i) shall have been entered by the Bankruptcy Court and shall be in full force and effect and (ii) shall not have been (A) vacated,

reversed, or stayed, or (B) amended or modified in a manner adverse to the Administrative Agent or Lenders, except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion.

(e) The Interim Financing Order or, after entry thereof, the Final Financing Order, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner in a manner adverse to the Administrative Agent or Lenders.

(f) The Cash Management Order shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner.

(g) The making of such Loan or the issuance of such Letter of Credit shall not result in the principal amount of the Committed Loans, Swing Line Loans and Letter of Credit Obligations outstanding with respect to the Borrower exceeding the amount authorized by the Interim Financing Order or the Final Financing Order, as applicable.

(h) The Transaction Support Agreement shall be in full force and effect, and (i) no breach, default or event of default shall have occurred or be continuing thereunder (after giving effect to all relevant grace and/or cure periods) except to the extent waived or cured in accordance with the terms thereof and (ii) the Transaction Support Agreement shall not have been amended, restated, supplemented or otherwise modified in a manner adverse to the Credit Parties, unless the Administrative Agent has previously consented to any such amendment, restatement, supplement or other modification.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Restricted Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the entry of the Financing Orders and any restrictions arising on account of such Loan Party's status as a "debtor" under the Bankruptcy Code, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) subject to the entry of the Financing Orders, conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) subject to the entry of the Financing Orders, violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Financing Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. Upon entry by the Bankruptcy Court of the Financing Orders, this Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. Except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Restricted

Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Subject to the entry of the Financing Orders, each Loan Party and each of the Restricted Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Restricted Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Subject to the entry of the Financing Orders, the properties and assets of each Loan Party and each of the Restricted Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Restricted Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Restricted Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent

to any such property; (ii) none of the properties to which any Loan Party or any Restricted Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Restricted Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Restricted Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary.

(c) (i) Neither any Loan Party nor any Restricted Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Restricted Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Restricted Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver



or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Restricted Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Restricted Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Restricted Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Restricted Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Restricted Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Restricted Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 [Reserved].

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Restricted Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or

obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. Subject to the entry of the Financing Orders, the provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable fully-perfected First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein.

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Restricted Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL DIP Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations).

## ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 105 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent; and

(e) simultaneously with the delivery of each set of financial statements referred to in (i) Section 6.01(a), Section 6.01(b) and Section 6.01(c) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and variable interest entities (if any) from such financial statements and (ii) Section 6.01(a) and Section 6.01(b) above, a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(b), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete and (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event;

(k) promptly, all such financial and other information as the Administrative Agent shall reasonably request relating to (i) the Collateral, (ii) the assets and business and operations of the Borrowers, Guarantors and their respective Subsidiaries, (iii) the Chapter 11 Cases and (iv) the compliance with any Term Loan Document;

(l) (i) as soon as practicable (and, in any event, at least two (2) Business Days to the extent practicable or such shorter period as agreed by the Administrative Agent in its sole discretion) in advance of filing with the Bankruptcy Court) or to the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent the proposed Final Financing Order and all other

proposed orders and pleadings related to any of the DIP Facilities, any other financing or any use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, having a value in excess of \$1,000,000, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to any official committee appointed in any of the Chapter 11 Cases (or the professionals to any such committee) or the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower and the Guarantors or other Indebtedness of the Borrower and the Guarantors or, to the extent not required to be delivered pursuant to subclause (i) above, any request for relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure that may be filed with the Bankruptcy Court or delivered to any official committee appointed in any of the Chapter 11 Cases (or the professional to any such committee); and

(m) promptly (and no later than one (1) Business Day) following delivery to the DIP Term Loan Agent or the lenders under the DIP Term Loan Agreement, copies of any material report or other information required to be delivered thereto pursuant to the terms of the DIP Term Loan Agreement to the extent such report or information is not otherwise required to be delivered to the Agents or Lenders hereunder.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth

in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Restricted Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;
- (e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of (A) \$15.0 million, in the case of Term Priority Collateral or (B) \$10.0 million, in the case of ABL Priority DIP Collateral;
- (f) of any change in Holdings’ or the Borrower’s chief executive officer or chief financial officer;
- (g) any termination, withdrawal or resignation of Holdings’ or the Borrower’s Registered Public Accounting Firm; and
- (h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Restricted Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except



for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc (a) Subject to necessary Bankruptcy Court approval, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. Except pursuant to any necessary Bankruptcy Court approval (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Restricted Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause).

(b) [Reserved].

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$10.0 million in any Fiscal Year such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$10.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Subject to the Financing Orders, comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Restricted Subsidiaries, as the case may be.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Subject to the Financing Orders, use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Borrower and its Subsidiaries, (ii) to refinance in full, on the Closing Date, the Prepetition ABL Credit Facility (and to cash collateralize the Existing Letters of Credit), and (iii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 [Reserved].

6.13 [Reserved].

6.14 Physical Inventories. Cause at least one (1) physical perpetual "cycle count" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. (a) Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (b) subject to the terms of the Financing Orders, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgements, and take all such further actions that may be required under any applicable Law and which the Administrative Agent reasonably requests to ensure the creation, perfection and priority of the Liens created or intended to be created under the Financing Orders.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 Designation of Subsidiaries. The board of directors of Holdings may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default shall have occurred and be continuing, (ii) the Borrower may not be designated as an Unrestricted Subsidiary, (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of the Term Loan Documents, (iv) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (v) no Unrestricted Subsidiary shall own any Equity Interests in any Restricted Subsidiary (vi) no Unrestricted Subsidiary shall hold any Indebtedness of, or any Lien on any property of, the Borrower or any Restricted Subsidiary, (vii) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with the Borrower and its Restricted Subsidiaries that would not be permitted by Section 7.08, and (viii) none of Holdings or any of its Restricted Subsidiaries shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Holdings and its Restricted Subsidiaries therein at the date of designation in an amount equal to the net book value of Holdings' or such Restricted Subsidiary's (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time. The Borrower shall cause each of the Restricted Subsidiaries and Unrestricted Subsidiaries to satisfy customary corporate and other formalities.

6.19 [Reserved].

6.20 Certain Other Bankruptcy Matters.

(a) The Borrower, the Guarantors and their Subsidiaries shall comply (i) in all material respects, after entry thereof, with all of the requirements and obligations set forth in the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (ii) in all material respects with the terms of all entered orders of the type listed in clause (b) of the definition of "Approved Bankruptcy Court Order", and the terms of such orders must comply with, and be modified only in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order and (iii) in all material respects, after entry thereof, with the orders (to the extent not covered by subclause (i) or (ii) above) approving the Chapter 11 Debtors' "first day" and "second day" relief obtained in the Chapter 11 Cases, as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order".

(b) The Borrower and the Guarantors shall provide at least five (5) Business Days' (or such shorter notice acceptable to the Administrative Agent in its sole discretion) prior written notice to the Administrative Agent and its advisors prior to any rejection of the Borrower's or any Guarantor's or any other Subsidiary's material contracts or material non-residential real property leases pursuant to Section 365 of the Bankruptcy Code, and no such contract or lease shall be rejected, if such rejection adversely affects in any material respect the ABL Priority DIP Collateral, any Liens thereon or any DIP Superpriority

Claims payable therefrom (including, without limitation, any sale or other disposition of ABL Priority DIP Collateral or the priority of any such Liens or DIP Superpriority Claims) if the Administrative Agent informs the Borrower and the Guarantors in writing within three (3) Business Days of receipt of the notice from the Borrower and Guarantors referenced above that it objects to such rejection.

## ARTICLE VII NEGATIVE COVENANTS<sup>1</sup>

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Restricted Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “**Permitted Liens**”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(e), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(e);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Restricted Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

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<sup>1</sup> The negative covenants will be substantially conformed to the DIP Term Loan Agreement, once that agreement is finalized.

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(i);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens on the Collateral securing the Prepetition Term Debt and the DIP Term Loan Obligations having the priority set forth in the Financing Orders;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Restricted Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Restricted Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Foreign Subsidiaries securing Indebtedness or other obligations of Foreign Subsidiaries permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$[●]; provided that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or

(ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

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

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Restricted Subsidiaries existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations, and (ii) such Swap Contract does not contain any provision exonerating the counterparty to such Swap Contract from its obligation to make payments on outstanding transactions to the Borrower or the Restricted Subsidiaries (notwithstanding that the Borrower or a Restricted Subsidiary is the defaulting party);

(b) (i) Indebtedness of a Restricted Subsidiary of the Borrower owed to the Borrower or to another Restricted Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Restricted Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the DIP Term Facility and the Prepetition Term Facility.

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$50.0 million;

(h) Permitted Holdco Debt;

(i) Indebtedness of any Person that becomes a Restricted Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Restricted Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(j) [reserved];

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$[●] at any time outstanding;

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$[●] outstanding at any time; and

(m) other Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed \$[●] outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Restricted Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Restricted Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Restricted Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Restricted Subsidiaries in Restricted Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Restricted Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and



(iv) [reserved];

(d) 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, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) [reserved];

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Restricted Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; provided further that any payments by Borrower or any of its Restricted Subsidiaries attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or to any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Restricted Subsidiaries not exceeding (x) \$[●] in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Restricted Subsidiaries of principal or capital of any such Investment

or (y) \$[●] in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(h)(ii) or Section 7.03(c)(iv) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 7.04

(p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation; and

(q) Guarantees by the Borrower or any of the Restricted Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Restricted Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries, provided that when any Loan Party is merging with another Restricted Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Restricted Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) in connection with any acquisition permitted under Section 7.03, any Restricted Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Restricted Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary that is not a Material Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Restricted Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Restricted Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04(a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(vi) and (a)(vii);

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Restricted Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Restricted Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Restricted Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably

acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of licenses of Intellectual Property in the ordinary course of business, which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(h) Dispositions by the Borrower and the Restricted Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property Disposed of in reliance on this clause (h) in any Fiscal Year of the Borrower shall not exceed \$[●]; provided that an additional aggregate book value of not more than \$[●] per year of property held by Foreign Subsidiaries may be Disposed of in reliance on this clause (h) and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Restricted Subsidiary in cash (with an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Restricted Subsidiary by a purchaser in connection with the applicable Disposition shall be deemed to be cash for the purposes of this clause (iii));

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) any issuance or sale of Equity Interests in, or sale of Indebtedness or other securities of, an Unrestricted Subsidiary;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from (x) any Loan Party to any Subsidiary that is not a Guarantor or (y) from any Restricted Subsidiary that is not a Guarantor to any Unrestricted Subsidiary.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Restricted Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) the Borrower and each of its Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its

direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower and any dividends by Borrower attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) the Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Restricted Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$5.0 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) [reserved];

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Restricted Subsidiary);

(i) [reserved];

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) of this Section 7.06 and (ii) no Event of Default occurred and was continuing; and

(k) [reserved];

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Restricted Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties (or any Unrestricted Subsidiary, whether or not an Affiliate of any Loan Party), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Restricted Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Restricted Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03 (other than Investments in any Equity Investor or a portfolio company owned or controlled by an Equity Investor (other than any Loan Party)); and (iii) any Restricted Payment permitted by Section 7.06;

(c) [reserved];

(d) employment, consulting (exclusive of the Management Agreement) and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction;

(i) customary payments by the Borrower and any of its Restricted Subsidiaries to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures), which payments are approved by a majority of the disinterested members of the board of directors of Holdings in good faith;

(j) transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view;

(k) investments by the Sponsor or the Equity Investors in securities of Holdings, the Borrower or any of the Restricted Subsidiaries so long as (i) the investment is being offered generally to

other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Restricted Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Restricted Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of Borrower, (ii) of any Restricted Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Restricted Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents (as in effect on the Closing Date), (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Restricted Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Restricted Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (vii) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Restricted Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the

Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except to the extent permitted by an Acceptable Bankruptcy Court Order.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence (including any public company activities), (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, the DIP Term Loan Documents, the Financing Orders and agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section and (i) any other activities required under Approved Bankruptcy Court Orders.

7.14 [Reserved].

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Restricted Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Restricted Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.17 Additional Bankruptcy Matters.

(a) Assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders.

(b) Subject to the terms of the Financing Orders, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred).

(c) Except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any “first day” or “second day” orders complying with the terms of this Agreement), (ii) with



the prior consent of the Administrative Agent or (iii) as provided pursuant to any Approved Bankruptcy Court Order, make any payment or distribution on account of any Prepetition Debt or any other Indebtedness arising prior to the Petition Date.

(d) Use Cash Collateral (as defined in the Financing Orders) of any Lender or Agent under Section 363 of the Bankruptcy Code other than as expressly provided for in the any Approved Bankruptcy Court Order as may be otherwise expressly permitted pursuant to the Loan Documents.

(e) Obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Interim Financing Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) Challenge the application of any payments authorized by the Interim Financing Order to the Administrative Agent or Lenders.

(g) Propose, support or have a plan of reorganization or liquidation (other than an Acceptable Plan of Reorganization) that does not provide for the payment in full in cash (or exchange into loans under the Exit ABL Facility) in full satisfaction of all Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents.

(h) Challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of Administrative Agent's post-petition liens and claims.

## **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, or Article VII; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Restricted Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases (including for the avoidance of doubt, any Prepetition Term Loan Obligations), (i) any Loan Party or any Restricted Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Restricted Subsidiary as a result thereof is greater than \$20.0 million; or

(g) [Reserved].

(h) [Reserved].

(i) Judgments. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases, there is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings,

the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) [Reserved]; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.13 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01 and the Financing Orders), on the Collateral purported to be covered thereby, either with an aggregate fair market value for such Collateral of (A) \$10.0 million or more, in the case of Term Priority Collateral, or (B) \$5.0 million or more, in the case of ABL Priority DIP Collateral, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

(n) Bankruptcy Matters.

(i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or the Borrower or any Guarantor files a motion or other pleading seeking entry of such an order or supports or fails to promptly oppose such dismissal or conversion; or

(ii) a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, any Loan Party applies for, consents to, supports, acquiesces in or fails to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Required Lenders in their reasonable discretion; or

(iii) the entry of an order (1) staying, reversing or vacating the Interim Financing Order or the Final Financing Order (as applicable) or (2) modifying or amending the Interim Financing Order (after the initial entry thereof) or Final Financing Order, as applicable, in a manner adverse in any respect to the Credit Parties, other than in the case of clause (2) in form and substance satisfactory to the Required Lenders in their reasonable discretion, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent in its reasonable discretion; or

(iv) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by any of the Loan Parties and the Chapter 11 Debtors have not obtained use of cash collateral (consensually or non-consensually);

(v) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow any third party to proceed with foreclosure (or the granting of a deed in lieu of foreclosure or the like) against any assets of the Loan Parties with a value in excess of \$1,000,000 in the aggregate;

(vi) subject to the terms of the financing orders, the entry of a final non-appealable order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Lenders or the commencement of other actions by the Loan Parties that challenges the rights and remedies of any of the Agents or the Lenders under the ABL DIP Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents;

(vii) without the prior written consent of the Administrative Agent, any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing (x) financing under Section 364 of the Bankruptcy Code (other than the DIP Facilities) or (y) the sale of all or substantially all of the Loan Parties' assets (unless such order contemplates payment in full in cash of the Obligations), except, for the avoidance of doubt, the DIP Term Facility; or

(viii) the filing or support of any pleading by any Loan Party (or any direct or indirect parent thereof) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above, unless such filing or any pleading is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders;

(o) the making of any material payments in respect of prepetition obligations other than (i) to the extent permitted by an Approved Bankruptcy Court Order (and not otherwise prohibited by this Agreement or any other Approved Bankruptcy Court Order then in effect), or (ii) as otherwise agreed to in writing by the Administrative Agent;

(p) the entry of the Final Financing Order shall not have occurred within 45 days after the Petition Date;

(q) an order of the Bankruptcy Court granting, other than in respect of the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders) and the Carve Out or as otherwise permitted under the applicable Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pari passu with or senior to the claims of the Agents and the Lenders under the ABL DIP Facility, or the filing by any Loan Party of a motion or application seeking entry of such an order;

(r) other than with respect to the Carve Out, the Permitted Prior Liens, the Other Prior Perfected Liens and the liens provided for in the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders), the Loan Parties shall create or incur, or the Bankruptcy Court enters an order granting, any claim on Collateral which is pari passu with or senior to any liens under the Prepetition Facilities, the adequate protection liens and adequate protection obligations granted under the Financing Orders in contravention of the lien priorities specified in Section 5.1;

(s) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim Financing Order or, after entry thereof, the Final Financing Order in any material respect;

(t) the Loan Parties or any of their Subsidiaries (or any direct or indirect parent of any Loan Party) or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders regarding the ABL DIP Facility, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against any of the Agents or Lenders; or

(u) (i) a plan of reorganization shall be confirmed in any of the Chapter 11 Cases that is not an Acceptable Plan of Reorganization, any order which approves a 363 sale, or any order shall be entered which dismisses any of the Chapter 11 Cases and which order (x) does not provide for termination of the unused commitments under the ABL DIP Facility and payment in full in cash of the Loan Parties' obligations under the ABL DIP Facility, (y) does not provide for release provisions relating to the Agents and the Lenders that are satisfactory to the Agents and the Required Lenders in their reasonable discretion and (z) is not otherwise reasonably satisfactory to the Required Lenders in their reasonable discretion, or (ii) any of the Loan Parties or any of their subsidiaries (or any of their direct or indirect parents), shall file, propose, support, or fail to promptly contest in good faith the filing or confirmation of such a plan or the entry of such an order.

8.02 Remedies upon Event of Default. Subject to the terms of the Financing Orders, if any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however, in the case of the enforcement of rights against the Collateral pursuant to clauses (b) through (d) above, (i) the Administrative Agent, acting at the request of the Required Lenders, shall provide counsel to the Loan Parties, counsel to the Official Committee (if any), and the Office of the United States Trustee with five (5) Business Days' prior written notice consistent with the Financing Orders (such period, the "**Remedies Notice Period**"), and (ii) during the Remedies Notice Period, the applicable Agent shall refrain from exercising its rights and remedies and the Loan Parties and/or any Official Committee shall be permitted to request an emergency hearing before the Bankruptcy Court (which request must be made prior to the conclusion of the Remedies Notice Period and shall seek consideration of such request on an expedited basis); provided, further, that during the Remedies Notice Period, the Loan Parties shall be permitted to use cash collateral as provided in the Financing Orders;

provided, further that, other than in connection with the Chapter 11 Cases, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation

of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement and the Financing Orders, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have

either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

## ARTICLE IX ADMINISTRATIVE AGENT

### 9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof and as set forth in the Financing Orders, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral 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 or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral 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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) 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 Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents 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 them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them 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 L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger 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 L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger 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 any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations 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 L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

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

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release 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 Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the "**Reports**"), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments

with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, 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 Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer 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 (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan

Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) in accordance with the Interim Financing Order and any other order of the Bankruptcy Court, the each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

## ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) 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 each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap 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 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 shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 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.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on



behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

## ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

#### 11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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 telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower’s use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient

at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnatee**”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any

Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, 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, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under

clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this



Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of

Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, 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 Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the 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, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person

whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed

to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, “**Information**” means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. Subject to the Financing Orders and the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum

rate of non-usurious interest permitted by applicable Law (the “**Maximum Rate**”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

#### 11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative

Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

#### 11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION OVER ANY MATTER, ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT

REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 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 LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record



information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement; Financing Orders. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. To the extent that any specific provision of this Agreement or any of the other Loan Documents is inconsistent with any of the Financing Orders, the terms of the Financing Orders shall govern and control.

11.21 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 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 entity, 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.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER:**

**THE CONTAINER STORE, INC.**

By: \_\_\_\_\_

Name:

Title:

**HOLDINGS:**

**THE CONTAINER STORE GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

**SUBSIDIARY GUARANTORS:**

**TCS GIFT CARD SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING INC.**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING LLC**

By: \_\_\_\_\_

Name:

Title:

**ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT:  
ECLIPSE BUSINESS CAPITAL LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:  
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Schedule 2.01**

**Commitments**

| <b><u>Lender</u></b>              | <b><u>Commitment</u></b> | <b><u>Applicable Percentage</u></b> |
|-----------------------------------|--------------------------|-------------------------------------|
| Eclipse Business Capital SPV, LLC | \$140,000,000            | 100%                                |
| <b>TOTAL:</b>                     | <b>\$140,000,000</b>     | <b>100%</b>                         |

**Schedule 6.02(c)**

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

|  |  |
|--|--|
| <p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft )</p> | <p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>  |
| <p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>  | <p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower's general</p> |

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|  | <p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p> |
| <p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p> | <p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>  |

**Schedule 11.02**

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent  
333 W Wacker Suite 950  
Chicago, IL 60606  
Attention: Jim Gurgone  
Email: [jgurgone@eclipsebuscap.com](mailto:jgurgone@eclipsebuscap.com)

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP  
100 Cambridge Street, 22<sup>nd</sup> Floor  
Boston, MA 02114  
Attention: Donald Rothman  
Email: [drothman@riemerlaw.com](mailto:drothman@riemerlaw.com)

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates  
Account Name: Eclipse Business Capital SPV, LLC  
Account # 4943951905  
ABA Routing # 121000248  
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.  
500 Freeport Parkway  
Coppell, TX 75019  
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler  
Email: [legalreview@containerstore.com](mailto:legalreview@containerstore.com) and [credit@containerstore.com](mailto:credit@containerstore.com)

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP  
355 S Grand Ave  
Los Angeles, CA 90071  
Attention: Elizabeth Oh; Benjamin Gelfand  
Email: [elizabeth.oh@lw.com](mailto:elizabeth.oh@lw.com); [benjamin.gelfand@lw.com](mailto:benjamin.gelfand@lw.com)



EXHIBIT B  
Exit Facility Term Sheet  
(see attached)

## Proposed Exit Revolving Facility Terms

| <b>Overview of Facility &amp; Pricing</b> |  |
|---|--|
| <b><u>Borrower:</u></b>                   | The Container Store, Inc., a Texas corporation (“Borrower” or the “Company”).  |
| <b><u>Guarantees:</u></b>                 | EBC will receive the corporate guarantee of The Container Store Group, Inc., a Delaware corporation (“Holdings”) and all domestic subsidiaries of the Company (such entities, the “Guarantors” and together with the Borrower, the “Loan Parties”). For the avoidance of doubt, no foreign subsidiaries of the Company shall be guarantors, and such subsidiaries may continue to maintain their own working capital facilities.   |
| <b><u>Lenders:</u></b>                    | Eclipse Business Capital LLC. and its affiliates (“EBC”).  |
| <b><u>Agent:</u></b>                      | EBC  |
| <b><u>Purpose:</u></b>                    | <p>EBC is providing the Company with a senior secured debtor-in-possession revolving credit facility (the “DIP Revolving Facility”), to support Holdings’ restructuring under the Plan of Reorganization (as defined in the Commitment Letter to which this term sheet is attached), the terms of which are outlined in the Transaction Support Agreement (as defined in the Commitment Letter to which this term sheet is attached) (the “TSA” and the transactions contemplated therein, the “Transactions”) in one or more cases (the “Chapter 11 Cases”) to be commenced in the U.S. Bankruptcy Court, Southern District of Texas (the “Bankruptcy Court”).</p> <p>This senior secured exit revolving credit facility (the “Exit Revolving Facility”) will be utilized to (a) refinance or replace the DIP Revolving Facility (as defined in the Commitment Letter to which this term sheet is attached) upon the Loan Parties’ emergence from the Chapter 11 Cases pursuant to the terms of the Plan of Reorganization, (b) pay fees and expenses related to this transaction and the Chapter 11 Cases, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Company and its subsidiaries post-emergence.</p> |
| <b><u>Revolving Credit Facility:</u></b>  | <p>An Exit Revolving Facility of up to one hundred forty million dollars (\$140,000,000), based on advance rates of up to:</p> <ul style="list-style-type: none"> <li>(i) Eighty-five percent (85%) against eligible trade accounts receivable (assuming dilution under five percent {5%} of sales), <i>plus</i></li> <li>(ii) One Hundred percent (100%) against eligible credit card account receivables, <i>plus</i></li> <li>(iii) One Hundred percent (100%) against the appraised Net Orderly Liquidation Value of all eligible inventory, subject to an inventory sublimit to be determined, <i>less</i></li> <li>(iv) reserves.</li> </ul>   |

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|                                      | <p>The Exit Revolving Facility will include a letter of credit (“LOC”) sub-limit of not more than fifteen million dollars (\$15,000,000), with any such LOCs to be arranged by EBC with an institution determined by EBC, in its reasonable discretion, and otherwise subject to the terms and provisions of the Exit Credit Agreement (defined below).</p> <p>Eligibility criteria of accounts receivable and inventory shall be determined as provided in the credit agreement memorializing the DIP Revolving Facility (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”), or, if not provided for in the DIP Credit Agreement, such other customary eligibility criteria as are reasonably acceptable to the Borrower and EBC.</p>  |
| <p><b><u>Term:</u></b></p>           | <p>Closing under the Exit Revolving Facility shall take place upon the occurrence of the “effective date” under the Plan of Reorganization; all obligations under the Exit Revolving Facility shall mature three (3) years from the Exit Closing Date (as defined below) and shall be fully due and payable at such time (or, with respect to the LOCs, cash collateralized, backstopped or otherwise addressed in a manner reasonably acceptable to EBC and the issuing bank).</p>   |
| <p><b><u>Interest Rates:</u></b></p> | <p>Loans under the Exit Revolving Facility would be made available at Term SOFR, plus four and one-quarter percent (4.25%), payable monthly.</p> <p>“<b>Term SOFR</b>” means the rate per annum equal to Term SOFR; provided that if Term SOFR as so determined shall ever be less than 2.00%, then Term SOFR shall be 2.00%.</p> <p>“<b>Term SOFR</b>” means the forward-looking term rate based on SOFR, for a tenor of one month, published by the Term SOFR Administrator two business days prior to any day of determination.</p> <p>“<b>SOFR</b>” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.</p> <p>“<b>SOFR Administrator</b>” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).</p> <p>“<b>Term SOFR Administrator</b>” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR).</p> <p>All interest rates are on a per annum basis, payable monthly. To the extent cash dominion is in effect and funds are being swept to EBC, Borrower will receive credit for lockbox or controlled account collections two (2) business day after EBC's receipt of good funds. Notwithstanding the foregoing, for availability purposes, collections will be deemed available to Borrower on the same date that they are received by EBC. Interest will</p> |

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|   | be calculated based on a year of 360 days for the actual number of days elapsed.   |
|   |  |
| <b><u>Default Rates:</u></b>              | Default interest at 2.00% above the rate otherwise applicable.   |
|   |  |
| <b><u>Closing Fee:</u></b>                | A closing fee (“Closing Fee”) of one-quarter of one percent (0.25%) of the commitment amount, which shall be payable at the initial funding of the Exit Revolving Facility and treated as creating original issue discount on the loans for US federal income tax purposes consistent with Treasury Reg. section 1.1273-2(g)(2).   |
|   |  |
| <b><u>Unused Line Fee:</u></b>            | An unused line fee (“Unused Line Fee”) one-half of one percent (0.50%) of the average unused portion of the maximum commitment amount. The Unused Line Fee shall be payable monthly in arrears, commencing on the first business day of the first month beginning after the Exit Closing Date, the first business day of each month during the term of the Exit Revolving Facility thereafter, and the Maturity Date.  |
|   |  |
| <b><u>Other Fees:</u></b>                 | A collateral monitoring fee (“Collateral Monitoring Fee”) equal to ten thousand dollars (\$10,000) for each month, or part thereof, commencing on the first business day of the first month beginning after the Exit Closing Date and the first business day of each month during the term of the Exit Revolving Facility thereafter.  |
|   |  |
| <b><u>Prepayment Fee:</u></b>             | <p>To the extent commitments under the Exit Revolving Facility are terminated by the Company, in addition to repaying the outstanding loans, accrued interest and other amounts due thereunder, the Company shall also pay a prepayment fee of:</p> <ul style="list-style-type: none"> <li>• 3% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 1.</li> <li>• 2% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 2.</li> <li>• 1% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 3.</li> </ul>                         |
|   |  |
| <b><u>Field Examination Expenses:</u></b> | During the term of the Exit Revolving Facility, Borrower will be charged for field examination person days at the then existing market-rate as determined by EBC, plus all out-of-pocket expenses.   |
| <b>Security</b>                           |  |
| <b><u>Security; Collateral:</u></b>       | The Exit Revolving Facility shall be secured by liens and security interests on all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Loan Parties, wherever located, which shall be (a) a first priority lien on all such property defined as “ABL Priority Collateral” in the intercreditor agreement to be entered into between EBC and the agent under the exit term loan facility (to be mutually agreed upon, the “ICA”), (b) a second priority lien on all such property defined as “Term Priority Collateral” in the ICA, and (c) subject to certain other standard permitted liens reasonably acceptable to EBC. |

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| <b><u>Lockbox &amp; Blocked Accounts:</u></b> | <p>All of Loan Parties' bank accounts will be subject to springing account control agreements satisfactory to EBC, subject to customary exceptions.</p> <p>If either (a) excess availability is less than 15.0% of availability (and before giving effect to any borrowings) or (b) an event of default shall exist (each of the foregoing clause (a) or (b), a "Cash Dominion Spring"), collections shall, at the option of EBC, be swept to an account designated by EBC on a daily basis; during all other times, collections shall be automatically swept to the Loan Parties' operating accounts.</p> <p>For the avoidance of doubt, the Cash Dominion Spring would be the lesser of (a) 15% of availability and (b) 15% of the facility size.</p>   |
| <b>Documentation</b>                          |   |
| <b><u>Credit Agreement:</u></b>               | <p>The Exit Revolving Facility shall be governed by a credit agreement customary for secured exit financing revolving credit facilities and having such terms, conditions, representations and warranties, affirmative and negative covenants, events of default, secured creditor remedies, assignment and participation provisions, and other terms as EBC and their counsel may, in their reasonable discretion, require or deem necessary, in accordance with the Documentation Principles (the "Exit Credit Agreement").</p>   |
| <b><u>Other Documents:</u></b>                | <p>The Exit Revolving Facility documentation will also include guarantees, pledge and security agreements, intellectual property security agreements, promissory notes, instruments, certificates, subordination/intercreditor agreements, third-party collateral location waivers, satisfactory legal opinions of Borrower's independent counsel and such other documentation as EBC and their counsel may, in their reasonable discretion, require or deem necessary (together with the Exit Credit Agreement, collectively, the "Exit Loan Documents"), in each case negotiated in accordance with the Documentation Principles.</p>   |
| <b><u>Documentation Principles:</u></b>       | <p>The representations and warranties, affirmative and negative covenants, events of default and certain other terms and provisions to be mutually agreed in the Exit Loan Documents shall be generally consistent with the representations and warranties, affirmative and negative covenants, events of default and other agreed provisions as set forth in the DIP Credit Agreement, with changes and modifications to reflect the terms of the Commitment Letter and such other modifications reasonably acceptable to EBC and Borrower, including in respect of (a) modifications to reflect the fact that the DIP Credit Agreement is a debtor-in-possession financing and the Exit Revolving Facility is being provided in respect of an exit financing from the Chapter 11 Cases, (b) to reflect the capital structure of the Loan Parties and the other terms of the restructuring as set forth in the TSA and (c) other customary loan document provisions for financings of this type, in each case to the extent not provided herein to be mutually agreed upon, the definitive terms of which will be negotiated in good faith to finalize the Exit Loan Documents as promptly as reasonably practicable</p> |

|                                     |   |
|-------------------------------------|---|
|                                     | (this paragraph being referred to herein, collectively, as the “Documentation Principles”).   |
|                                     |   |
| <b><u>Financial Covenants:</u></b>  | The Exit Revolving Facility will have a minimum availability covenant of at least either (i) 10% of the gross availability, or (ii) \$13.0 million (at the Borrower’s option determined prior to the closing of the Exit Revolving Facility).   |
|                                     |   |
| <b><u>Other Covenants:</u></b>      | <p>The Exit Credit Agreement will contain covenants limiting or prohibiting Borrower’s ability to take certain actions, including, but not limited to: (i) merge with or acquire other entities; (ii) incur additional indebtedness for borrowed money over some agreed upon amount; (iii) grant liens on its assets subject to certain standard permitted liens; (iv) dispose of collateral outside the ordinary course of business; (v) make loans to or investments in other entities; (vi) allow insurance coverage acceptable to EBC to lapse and (vii) make any cash dividends, stock dividends or stock redemptions. Notwithstanding the foregoing, such covenants (x) shall not restrict the incurrence of any exit financing secured by the Term Priority Collateral (as contemplated by the TSA) and (y) shall be subject to customary exceptions and carveouts to be agreed.</p> <p>The Exit Loan Agreement shall have a change of control covenant to be agreed upon.</p>             |
|                                     |   |
| <b><u>Certain Reporting:</u></b>    | <p>The Exit Loan Agreement will provide for certain collateral and financial reporting from Borrower, including, but not limited to: (i) monthly roll-forward reporting on inventory and accounts receivable (if excess availability is less than 17.5% of gross availability Borrower will roll forward weekly); (ii) monthly financial statements; (iii) monthly reconciliation reports as to Borrowing Base collateral matters; (iv) annual projections and (v) annual certified financial statements prepared by an accountant acceptable to EBC within ninety (90) days of each year end. Additionally, EBC will require periodic inventory appraisals and collateral field examinations.</p>  |
|                                     |   |
| <b><u>Conditions Precedent:</u></b> | <p>Consummation of the Exit Credit Facility transactions contemplated by this term sheet, the Commitment Letter and the initial funding under the Exit Credit Agreement shall be subject to the satisfaction or waiver of the following conditions (the date of such satisfaction or waiver and initial funding, the “<u>Exit Closing Date</u>”):</p> <ul style="list-style-type: none"> <li>(i) since the date of the TSA, other than as a result of events resulting from or contributing to the Chapter 11 Cases or such other matters disclosed in writing to EBC prior to the Exit Closing Date, there shall have been no event or occurrence which has resulted in or would reasonably be expected to result in, individually or in the aggregate, any Material Adverse Effect (as defined in the DIP Credit Agreement);</li> <li>(ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent</li> </ul> |

|  |  |
|--|--|
|  | <p>such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);</p> <ul style="list-style-type: none"> <li>(iii) the repayment in full of all obligations under the DIP Credit Agreement in accordance with the terms thereof; it being agreed that the repayment in full of the obligations under the DIP Credit Agreement shall occur substantially contemporaneously with the closing of the Exit Revolving Facility, and the proceeds of the Exit Revolving Facility may be utilized to satisfy this condition;</li> <li>(iv) the exit term loan facility of the Borrower shall have been consummated, and funded or deemed funded substantially concurrently with the initial loans under the Exit Revolving Facility on the Exit Closing Date, on terms and conditions, and pursuant to documentation, consistent with the TSA and otherwise reasonably satisfactory to EBC;</li> <li>(v) reasonably satisfactory review of the Loan Parties' insurance (with certain customary endorsements to be delivered post-closing);</li> <li>(vi) reasonably satisfactory review of the corporate structure, and related corporate charter documents, of the Loan Parties after giving effect to the exit of the Chapter 11 Cases as provided in the Plan of Reorganization and TSA;</li> <li>(vii) payment of any reasonable and documented out-of-pocket costs and expenses relating to the Exit Revolving Facility requiring payment by EBC shall have been fully reimbursed by the Borrower (which reimbursement can be made out of the initial funding) to the extent invoiced in reasonable detail at least three (3) business days prior to the Exit Closing Date;</li> <li>(viii) delivery of a borrowing base certificate prepared as of a date reasonably acceptable to the Agent, and excess availability under the Exit Revolving Facility, after giving effect to the transactions to occur on the Exit Closing Date, shall be greater than an amount to be mutually agreed;</li> <li>(ix) execution and delivery of Exit Loan Agreement and an intercreditor agreement substantially consistent with the Existing Intercreditor Agreement (as such term is defined in the TSA);</li> <li>(x) EBC shall have received customary security documents, subject to the Documentation Principles; <u>provided</u>, that certain third party agreements and foreign-law documents may be delivered on a post-closing basis subject to mutually agreed deadlines;</li> <li>(xi) EBC shall have received evidence that, on or before the Exit Closing Date, all liens, security interests and other encumbrances granted in respect of the Loan Parties (other than with respect to the exit term loan and other permitted liens to be agreed in the Exit Loan Documents) have been terminated and discharged or will be terminated and discharged upon receipt of the repayment in full of the related indebtedness, as the case may be;</li> <li>(xii) Holdings and its subsidiaries shall be solvent after giving effect to the Transactions, the initial funding under the Exit Credit Facility, and the funding under the exit term loan facility, which solvency shall be evidenced by a solvency certificate in form and substance reasonably acceptable to EBC;</li> </ul> |
|--|--|

|                                   |   |
|-----------------------------------|---|
|                                   | <p>(xiii) the Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming the Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (a) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect;</p> <p>(xiv) the Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Exit Closing Date.</p> <p>(xv) the Borrower shall have provided no less than five (5) business days prior to the Exit Closing Date the documentation and other information to EBC that are reasonably requested by EBC no later than ten (10) business days prior to the Exit Closing Date under the applicable “know-your-customer” rules and regulations, including, without limitation, the PATRIOT Act.</p> <p>The Exit Credit Agreement shall also provide conditions precedent for funding of loans and issuance of LOCs after the Exit Closing Date, which shall include: (i) compliance with borrowing base reporting requirements, (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (iii) absence of a default or event of default; and (iv) absence of any material adverse effect.</p> |
| <p><b><u>Syndication:</u></b></p> | <p>EBC intends to hold this entire Exit Revolving Facility for its own accounts. No syndication is required.</p>  |

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

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:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-\_\_\_\_\_ (\_\_\_\_)  
:   
Debtors.<sup>1</sup> : (Joint Administration Requested)  
:   
----- X

**DISCLOSURE STATEMENT FOR PREPACKAGED  
JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC.  
AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

Dated: December 21, 2024

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

**THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE *PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE* IN ACCORDANCE WITH SECTION 1125 AND WITHIN THE MEANING OF SECTION 1126 OF TITLE 11 OF THE UNITED STATES CODE (THE “*BANKRUPTCY CODE*”).**

**BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT (THE “*DISCLOSURE STATEMENT*”) HAS NOT, AS OF THE DATE HEREOF, BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK ORDERS OF THE BANKRUPTCY COURT APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING “ADEQUATE INFORMATION,” APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(B) OF THE BANKRUPTCY CODE, AND CONFIRMING THE PLAN.**

**THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE AND SUBJECT TO THE TRANSACTION SUPPORT AGREEMENT AND RELATED TERM SHEETS. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.**

**DISCLOSURE STATEMENT, DATED DECEMBER 21, 2024**

**Solicitation of Votes  
on the Plan of Reorganization of**

**THE CONTAINER STORE GROUP, INC., ET AL.**

**from the holders of outstanding**

**PREPETITION TERM LOAN CLAIMS**

**THE VOTING DEADLINE IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON  
January 21, 2025 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).**

**FOR YOUR VOTE TO BE COUNTED, YOU MUST RETURN YOUR PROPERLY COMPLETED BALLOT TO THE SOLICITATION AGENT, KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL, SO THAT YOUR BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

**THE BALLOTS CONTAIN DETAILED VOTING INSTRUCTIONS AND SET FORTH, AMONG OTHER THINGS, THE DEADLINES, PROCEDURES, AND INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT THE PLAN, AND THE APPLICABLE STANDARDS FOR TABULATING BALLOTS.**

**RECOMMENDATION BY THE DEBTORS AND RELATED SUPPORT**

The Debtors believe the Plan is in the best interests of their creditors and other stakeholders. All creditors entitled to vote on the Plan are urged to vote in favor of the Plan.

The Board of Directors of The Container Store Group, Inc. and the board of directors or managers, or members, as applicable, of each of its affiliated Debtors have unanimously approved the transactions contemplated by the Plan and recommend that all creditors whose votes are being solicited submit Ballots to accept the Plan.

Subject to the terms and conditions of the Transaction Support Agreement Holders of over 90% of the aggregate principal amount outstanding under the Debtors' Term Loan Facility have already agreed to vote in favor of, or otherwise support, the Plan.

Each of the Debtors therefore strongly recommends that all Holders of Claims entitled to vote on the Plan submit Ballots to ACCEPT the Plan so as to be actually received by the Solicitation Agent before the Voting Deadline (*i.e.*, January 21, 2025 at 4:00 p.m. (prevailing Central Time)) in accordance with the instructions set forth below and in the Ballots.

**IMPORTANT INFORMATION REGARDING THIS DISCLOSURE STATEMENT  
FOR YOU TO READ**

The Container Store Group, Inc. and certain of its direct and indirect subsidiaries, as debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), are providing you with the information in this Disclosure Statement because you may be a creditor of the Debtors and may be entitled to vote on the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (including all exhibits and schedules thereto, and as may be amended, modified, or supplemented from time to time, the "**Plan**"). A draft of the Plan is attached hereto as Exhibit A. All capitalized terms used but not otherwise defined herein have the definitions given to them in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan will control and govern.

**ALL CREDITORS ENTITLED TO VOTE ON THE PLAN (*I.E.*, CLASS 3 (PREPETITION TERM LOAN CLAIMS)) ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THIS ENTIRE DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN SECTION IX BELOW AND THE PLAN ATTACHED HERETO AS EXHIBIT A BEFORE SUBMITTING BALLOTS IN RESPONSE TO SOLICITATION OF THE PLAN.**

**HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE, AND VOTING CREDITORS SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE VOTING ON THE PLAN.**

**THE ISSUANCE AND DISTRIBUTION UNDER THE PLAN OF NEW EQUITY INTERESTS TO HOLDERS OF ALLOWED DIP CLAIMS AND PREPETITION TERM LOAN CLAIMS WILL BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED**

**(THE “SECURITIES ACT”) AND ANY OTHER APPLICABLE SECURITIES LAWS PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE.**

**THE ISSUANCE AND DISTRIBUTION UNDER THE PLAN OF NEW EQUITY INTERESTS TO HOLDERS OF ALLOWED DIP CLAIMS AND PREPETITION TERM LOAN CLAIMS IS BEING MADE ONLY TO HOLDERS OF SUCH CLAIMS WHO ARE REASONABLY BELIEVED TO BE QUALIFIED INSTITUTIONAL BUYERS, ACCREDITED INVESTORS (AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, “ACCREDITED INVESTORS”) OR NON-U.S. PERSONS. THE DEBTORS ARE RELYING ON SECTION 4(a)(2), REGULATION D AND/OR REGULATIONS OF THE SECURITIES ACT, AND SIMILAR STATE SECURITIES LAW PROVISIONS, TO EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND STATE SECURITIES LAWS ANY OFFERS OF NEW EQUITY INTERESTS THAT MAY BE DEEMED TO BE MADE PRIOR TO THE PETITION DATE, INCLUDING IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN. THE DEBTORS WILL RELY ON SECTION 1145(a) OF THE BANKRUPTCY CODE TO EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND STATE SECURITIES LAWS ANY OFFERS OF NEW EQUITY INTERESTS THAT MAY BE DEEMED TO BE MADE AFTER THE PETITION DATE, INCLUDING IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN.**

**THE NEW EQUITY INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY. THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, REGULATION D AND/OR REGULATION S, OR ANY OTHER APPLICABLE SECURITIES LAWS, SHALL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.**

**HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS WILL NOT BE IMPAIRED BY THE PLAN AND, AS A RESULT, THE RIGHT TO RECEIVE PAYMENT IN FULL ON ACCOUNT OF EXISTING OBLIGATIONS TO SUCH HOLDERS IS NOT ALTERED BY THE PLAN. DURING THE CHAPTER 11 CASES, THE DEBTORS INTEND TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE AND WILL SEEK AUTHORIZATION FROM THE BANKRUPTCY COURT TO MAKE PAYMENT IN FULL IN THE ORDINARY COURSE OF BUSINESS TO ALL TRADE CREDITORS, CUSTOMERS, AND EMPLOYEES OF ALL UNDISPUTED AMOUNTS DUE BEFORE AND DURING THE CHAPTER 11 CASES.**

**NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS PROVIDED HEREIN.**

**THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE PLAN OR THIS DISCLOSURE STATEMENT, AND HOLDERS OF CLAIMS AND INTERESTS UNDER THE PLAN SHOULD NOT CONSTRUE THE CONTENT OF THIS DISCLOSURE STATEMENT AS PROVIDING LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE.**

**THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THIS DISCLOSURE STATEMENT.**

**THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.**

**ALL EXHIBITS TO THIS DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 21, 2025, UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”). ALL BALLOTS AND RELEASE OPT-OUT FORMS MUST BE SUBMITTED BY THE VOTING DEADLINE.**

**To be counted, your ballot (“Ballot”) must be properly completed and returned to the Solicitation Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”), in accordance with the voting instructions on such Ballot and actually received by the Solicitation Agent, via regular mail, overnight courier, or personal delivery at the appropriate address, via email (where applicable), or via the Solicitation Agent’s online voting portal, by the Voting Deadline. Please review the instructions set forth on your Ballot for further guidance on the appropriate method(s) of submission.**

A summary of the voting instructions is set forth in Section I.E of this Disclosure Statement. More detailed instructions are also contained in the Ballots distributed to the creditors entitled to vote on the Plan.

This Disclosure Statement, the Plan, the Plan Supplement, and any attachments, exhibits, supplements, and annexes hereto or thereto are the only documents to be used in connection with the solicitation of votes on the Plan, and also may not be relied upon for any purpose other than to determine how to vote on the Plan (except with respect to any Plan Supplement documents that may be relied upon for purposes other than to determine how to vote on the Plan). Neither the Bankruptcy Court nor the Debtors have authorized any person to give any information or to make any representation in connection with the Plan or the solicitation of acceptances of the Plan other than as contained in this Disclosure Statement, the Plan Supplement, and any attachments, exhibits, supplements, and annexes attached hereto or thereto. If given or made, such information or representation may not be relied upon as having been authorized by the Bankruptcy Court or the Debtors. The delivery of this Disclosure Statement will not under any circumstances represent that the information herein is correct as of any time after the date hereof.

This Disclosure Statement will not constitute an offer to sell, or solicitation of an offer to buy, nor will there be any distribution of, any of the securities described herein until the Effective Date of the Plan.

The summaries of the Plan and other documents contained in this Disclosure Statement are qualified in their entirety by reference to the Plan itself, the exhibits thereto that will be included in the Plan Supplement, and documents described therein as filed before the conditional approval of this Disclosure Statement or subsequently as part of the Plan Supplement. In the event that any inconsistency or conflict exists between this Disclosure Statement and the Plan, or between the Plan Supplement and the Plan, the terms of the Plan will control. Except as otherwise indicated herein or in the Plan, the Debtors will propose to file all Plan Supplement documents with the Bankruptcy Court and make them available for review at the Debtors’ document website located online at <https://www.veritaglobal.com/thecontainerstore> no later than five (5) Business Days before the Objection Deadline (as defined in the Solicitation Procedures Motion (as defined below)). The Debtors intend to propose the Objection Deadline to be January 21, 2025 at 4:00 p.m. (prevailing Central Time).

This Disclosure Statement contains, among other things, descriptions and summaries of provisions of the Plan. The Debtors reserve the right to modify the Plan consistent with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, subject to the terms of the Plan. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and there can be no assurance that the statements contained herein will be correct at any time after this date. The information contained in this Disclosure Statement, including the information regarding the history, businesses, and operations of the Debtors, the financial information regarding the Debtors, and the liquidation analysis relating to the Debtors, is included for purposes of soliciting acceptances of the Plan, but, as to contested matters and adversary proceedings, is not to be construed as an admission or stipulation, but rather as a statement made in settlement negotiations as part of the Debtors' attempt to settle and resolve claims and controversies pursuant to the Plan. This Disclosure Statement will not be admissible in any non-bankruptcy proceeding, nor will it be construed to be conclusive advice on the tax, securities, or other legal effects of the Plan as to Holders of Claims against, or Interests in, either the Debtors or the Reorganized Debtors. Unless specifically noted, the financial information contained in this Disclosure Statement and in its exhibits has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles in the United States.

The effectiveness of the Plan is subject to material conditions precedent. *See* Section V.G below and Article VIII of the Plan. There is no assurance that these conditions will be satisfied or waived.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims against, and Interests in, the Debtors (including without limitation those Holders who do not submit Ballots to accept or reject the Plan or who are not entitled to vote on the Plan, but excluding Holders who are entitled to, and do, opt out of the Third-Party Release), will be bound by the terms of the Plan and the transactions contemplated thereby, including the Third-Party Release contained therein; *provided, however*, that Holders of Claims that properly and timely elect to opt out of the Third-Party Release will not be bound by the Third-Party Release.

### **IMPORTANT NOTICES REGARDING THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS AND INTERESTS**

**If you are a Holder of a Claim or Interest, you may be deemed to grant the Third-Party Release under the Plan. Specifically, pursuant to Article IX.C of the Plan, each Holder of a Claim or Interest is deemed to grant the Third-Party Release, to the maximum extent otherwise permitted by law, if: (a) such Holder is entitled to vote to accept or reject the Plan and (i) votes to accept the Plan and does not elect to opt-out of the Third-Party Release, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan but does not elect to opt out of the Third-Party Release; or (b) such Holder is a Holder of a Claim or Interest in a Class that is presumed to accept or reject the Plan and does not timely opt out of providing the Third-Party Release. The Third-Party Release is discussed further in Section V.H of this Disclosure Statement. Instructions for opting out of the Third-Party Release are set forth in the Solicitation Package (as defined below) distributed in connection with this Disclosure Statement.**

### **FORWARD-LOOKING STATEMENTS**

This Disclosure Statement contains forward-looking statements based primarily on the current expectations of the Debtors and projections about future events and financial trends affecting the financial condition of the Debtors' businesses and assets. The words "believe," "may," "estimate," "continue," "anticipate," "intend," "expect," and similar expressions identify these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described below in Section IX. In light of these risks and uncertainties, the forward-looking events and

circumstances discussed in this Disclosure Statement may not occur, and actual results could differ materially from those anticipated in the forward-looking statements. The Debtors do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016 and not necessarily in accordance with federal or state securities laws or other non-bankruptcy laws. This Disclosure Statement has not been approved or disapproved by the SEC, any state securities commission or any securities exchange or association nor has the SEC, any state securities commission or any securities exchange or association passed upon the accuracy or adequacy of the statements contained herein.

### **QUESTIONS AND ADDITIONAL INFORMATION**

If you would like to obtain copies of this Disclosure Statement, the Plan, the Plan Supplement, or any of the documents attached hereto or thereto or referenced herein or therein, or have questions about the solicitation and voting process or the Chapter 11 Cases generally, please contact the Solicitation Agent by visiting the Debtors' restructuring website at <https://www.veritaglobal.com/thecontainerstore>.

*[Remainder of page left intentionally blank]*

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**EXHIBITS**

- EXHIBIT A: Plan
- EXHIBIT B: Transaction Support Agreement
- EXHIBIT C: Financial Projections
- EXHIBIT D: Liquidation Analysis
- EXHIBIT E: Valuation Analysis

**THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.**

**I.**  
**EXECUTIVE SUMMARY**

The Debtors in the Chapter 11 Cases to be commenced in the Bankruptcy Court (each as defined below) submit this Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code, in connection with the solicitation of votes on the Plan. A copy of the Plan is attached hereto as **Exhibit A**.

Before soliciting votes on a proposed plan of reorganization, section 1125 of the Bankruptcy Code requires debtors to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance or rejection of such plan of reorganization. As such, this Disclosure Statement is being submitted in accordance with the requirements of section 1125 of the Bankruptcy Code.

The Debtors are commencing this solicitation to implement a prepackaged, comprehensive consensual restructuring (the “***Restructuring***”) that will reduce their funded debt liabilities from approximately \$243.1 million (inclusive of accrued and unpaid interest, but excluding issued but undrawn letters of credit under the Prepetition ABL Facility) to approximately \$190 upon emergence, while otherwise providing for claims and contracts to pass through the Chapter 11 Cases unaffected. The Restructuring is supported by the overwhelming majority of the Debtors’ capital structure. Specifically, the transaction support agreement dated as of December 21, 2024 (the “***Transaction Support Agreement***”) and the DIP Term Loan Facility (which comprises approximately \$40 million in “new money” loans, which will ultimately convert to committed exit financing on the Effective Date) have the support of holders of over 90% of the outstanding principal amount of Prepetition Term Loan Claims (the “***Consenting Term Lenders***”). Such Consenting Term Lenders have already agreed to vote in favor of and otherwise support confirmation of the Plan through execution of the Transaction Support Agreement. Further, Eclipse Business Capital LLC and the Debtors have entered into the DIP & Exit ABL Commitment Letter, which is attached to the Transaction Support Agreement which is appended as **Exhibit B** hereto, pursuant to which the Debtors have secured a replacement ABL facility in the form of debtor-in-possession revolving credit facility that will be used to repay, in full, the Prepetition ABL Facility and roll into an exit ABL facility at the conclusion of these Chapter 11 Cases.

The Restructuring will enhance the Debtors’ long-term growth prospects and competitive position and will provide the Debtors with the flexibility to invest in and grow their businesses while saving nearly 3,800 jobs.

The Debtors anticipate filing voluntary petitions for relief and commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “***Bankruptcy Court***”) on or about December 22, 2024 (the “***Petition Date***”). During the Chapter 11 Cases, the Debtors intend to operate their businesses in the ordinary course and will seek authorization from the Bankruptcy Court to make payment in full on a timely basis to trade creditors, customers, and employees of undisputed amounts due before and during the Chapter 11 Cases.

This Executive Summary is being provided as an overview of the material items addressed in this Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan) and should not be relied upon for a comprehensive discussion of this Disclosure Statement or the Plan.

This Disclosure Statement includes, without limitation, information about:

- the Debtors’ prepetition operating and financial history;

- the events leading up to the commencement of the Chapter 11 Cases;
- the events anticipated to occur during the Chapter 11 Cases;
- the solicitation procedures for voting on the Plan;
- the Confirmation process and the voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, certain effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan;
- certain risk factors relating to the Debtors, the Reorganized Debtors, and confirmation of the Plan; and
- the proposed organization, operations, and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

**A. Purpose and Effect of the Plan**

**1. Plan of Reorganization under Chapter 11 of the Bankruptcy Code**

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business.

A bankruptcy court's confirmation of a plan binds the debtors, any entity acquiring property under the plan, any holder of a claim or equity interest in the debtors, and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

**2. Restructurings under the Plan**

The Plan contemplates the following Restructuring and treatment of Claims (as more fully described in the below table, the "*Summary of Expected Recoveries*"):<sup>2</sup>

- reduction of the Debtors' total funded debt from approximately \$243.1 million to approximately \$190 million upon emergence pursuant to the terms of the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, comprising (i) a new first-out exit term loan facility in an aggregate principal amount of \$40 million (*plus* payable in kind fees on account of the DIP Put Option Premium and Commitment Premium) (the "*First-Out Exit Term Loans*") and a new second-out exit term loan facility in the aggregate principal amount of \$75 million (the "*Second-Out Exit Term Loans*", and together with the First-Out Exit Term Loans, the "*Exit Term Loans*") and (ii) the exchange and rollup of the ABL DIP Claims into exit revolving loans pursuant to the terms of the

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<sup>2</sup> The following summary is subject in all respects to the Plan itself.

DIP & Exit ABL Commitment Letter (the “*Exit ABL Loans*” and, together with the Exit Term Loans, the “*Exit Facilities*”). The Exit ABL Loans will be implemented under a new credit agreement, on the terms and conditions set forth in the DIP & Exit ABL Commitment Letter (the “*Exit ABL Credit Agreement*”).

- the Chapter 11 Cases will be financed (i) by a backstopped senior secured debtor-in-possession credit facility (the “*DIP Term Loan Facility*”) in an aggregate amount of up to \$115 consisting of (a) an aggregate amount of up to \$40 million in “new money” loans (the “*First-Out DIP Term Loans*”) and (b) the roll up of \$75 million of loans under the Prepetition Term Loan Facility (the “*Second-Out DIP Term Loans*,” and together with the First-Out DIP Term Loans, the “*DIP Term Loans*”), (ii) a \$140 million debtor in possession asset based revolving credit facility (the “*DIP ABL Loan Facility*,” and together with the DIP Term Loan Facility, the “*DIP Facilities*”), and (iii) through the consensual use of Cash Collateral. Upon emergence, the DIP Facilities will convert into the Exit Facilities.
- the DIP Facility will be backstopped by certain of the Consenting Term Lenders (the “*DIP Backstop Parties*”) who, subject to entry of the Interim DIP/Cash Collateral Order, will be entitled to receive their pro rata share of a put option premium comprising 5% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, payable in kind upon the initial funding of the First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans (the “*DIP Put Option Premium*”). In addition, in consideration for providing commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, the DIP Term Lenders, subject to entry of the Interim DIP/Cash Collateral Order, shall be entitled to a non-refundable payment equal to 2% of the aggregate principal amount of the First-Out DIP Term Loans (the “*Commitment Premium*”), which shall be fully earned upon entry of the Interim Order and due and payable in kind at the initial funding of First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans.
- prior to the Petition Date, the vast majority of Holders of Prepetition Term Loan Claims (including the over 90% thereof comprising the Consenting Term Lenders) were offered the opportunity to participate in the DIP Term Loan Facility and earn the DIP Put Option Premium and Commitment Premium. Before entry of the Final DIP/Cash Collateral Order, the DIP Term Loans will be fully syndicated such that all Holders of Prepetition Term Loan Claims will have had the opportunity to fund the DIP Term Loans and, subject to entry of the Final DIP/Cash Collateral Order and the occurrence of the Plan Effective Date, receive a participation fee equal to a pro rata amount of 64% of the New Equity Interests, subject to dilution only by the Management Incentive Plan (the “*Equity Premium*”).
- under the Plan, the Debtors’ stakeholders will receive treatment as follows:
  - upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim will receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash (including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such Obligations will receive treatment as necessary to render such Claims

Unimpaired, including, repayment in Cash of such Claims required to be satisfied in Cash pursuant to the terms of the Petition ABL Credit Agreement;

- on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim will receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium;
  - on the Effective Date, Existing Equity Interests will be canceled, released, discharged, and extinguished, and will be of no further force or effect;
  - Other Secured Claims and General Unsecured Claims are Unimpaired by the Plan as further described herein. Intercompany Claims and Intercompany Interests may be Reinstated or cancelled for no consideration, at the option of the Debtors, with the consent of the Required Consenting Lenders; and
  - Holders of Subordinated Claims will receive no recovery or distribution on account of such Subordinated Claims.
- on or around the Effective Date, the Reorganized Board will adopt the Management Incentive Plan.
  - following the consummation of the Restructuring, the Reorganized Debtors' equity ownership will consist of the following, subject to dilution by the Management Incentive Plan:

| <b>Reorganized Debtors' Capitalization Table</b> |                             |
|--|-----------------------------|
| <b>Entity</b>                                    | <b>Ownership</b>            |
| Holders of Prepetition Term Loan Claims          | 36% of New Equity Interests |
| DIP Term Lenders Entitled to DIP Equity Premium  | 64% of New Equity Interests |

With respect to implementing the Restructuring Transactions under the Plan, the Debtors intend to disclose the precise steps to be taken in the Restructuring Transactions in the Plan Supplement and will make those transactions public with sufficient time for all voting creditors to consider them before submitting their Ballots.

**B. Classification and Treatment of Claims and Interests under the Plan**

The following table provides a summary of the classification and treatment of Claims and Interests and the potential distributions to Holders of Allowed Claims under the Plan.

**THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE, INCLUDING BASED ON THE LIQUIDATION OF CLAIMS CURRENTLY ASSERTED AS UNLIQUIDATED. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF**

**CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN SECTION IX BELOW. THIS TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.**

**SUMMARY OF EXPECTED RECOVERIES**

| <b>Class</b> | <b>Claim/Equity Interest</b>   | <b>Treatment of Claim/ Interest</b>   | <b>Projected Recovery Under the Plan</b> |
|--------------|--|---|--|
| 1            | Other Secured Claims<br><br>Estimated Amount (as of December 21, 2024):<br>\$4,342,000.00                    | Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), will, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.   | 100%                                     |
| 2            | Prepetition ABL Claims<br><br>Expected Principal Amount (as of December 21, 2024):<br>\$80,000,000.00        | Upon the ABL Refinancing, each Holder of an Allowed Prepetition ABL Claim will have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash (including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any Obligations are outstanding on the Effective Date, the Claims on account of such Obligations will receive treatment as necessary to render such Claims Unimpaired, including, repayment in Cash of such Claims required to be satisfied in Cash pursuant to the terms of the Petition ABL Credit Agreement. | 100%                                     |
| 3            | Prepetition Term Loan Claims<br><br>Expected Principal Amount (as of December 21, 2024):<br>\$163,125,321.74 | Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim will receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.  | 4.5% to 17.6%.                           |

## SUMMARY OF EXPECTED RECOVERIES

| Class | Claim/Equity Interest  | Treatment of Claim/ Interest  | Projected Recovery Under the Plan |
|-------|--|---|-----------------------------------|
| 4     | General Unsecured Claims<br><br>Expected Amount (as of December 21, 2024): \$46,891,000.00 | Subject to <u>Article V.C of the Plan</u> and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor will receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; <i>provided, however</i> , that no Holder of an Allowed General Unsecured Claim will receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court. | 100%                              |
| 5     | Subordinated Claims<br><br>Expected Amount: Unliquidated                                   | Holder of Subordinated Claims will receive no recovery or distribution on account of such Subordinated Claims. Unless otherwise provided for under the Plan, on the Effective Date, Subordinated Claims will be canceled, released, discharged, and extinguished.   | 0%                                |
| 6     | Intercompany Claims<br><br>Expected Amount: Unliquidated                                   | No property will be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under the Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims will be either (i) Reinstated or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates will ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.   | N/A                               |
| 7     | Intercompany Interests<br><br>Expected Amount: N/A   | No property will be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under the Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests will be either (i) Reinstated or (ii) set off, settled, distributed, contributed, merged, canceled, or released.  | N/A                               |
| 8     | Existing Equity Interests<br><br>Expected Amount: N/A                                      | Holder of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests will be canceled, released, discharged, and extinguished, and will be of no further force or effect.  | N/A                               |



**C. Filing of the Plan Supplement**

The Debtors propose to file the Plan Supplement at least five (5) Business Days before the deadline to object to confirmation of the Plan. The Debtors will transmit a copy of the Plan Supplement to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Agent; (c) counsel to the Ad Hoc Group; (d) counsel to the Prepetition Term Loan Agent; (e) counsel to the ABL Agent; (f) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (g) the United States Attorney for the Southern District of Texas; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

The Plan Supplement will include all exhibits and Plan schedules that were not already filed or sent to parties entitled to vote on the Plan in connection with solicitation, as exhibits to the Plan or this Disclosure Statement, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, supplemented, or modified from time to time.

**D. Solicitation Procedures**

**1. The Solicitation and Voting Procedures**

The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each Ballot.

**PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT YOUR BALLOT IS PROPERLY AND TIMELY SUBMITTED SO THAT YOUR VOTE MAY BE COUNTED.**

**2. The Solicitation Agent**

The Debtors have engaged Verita to, among other things, act as the Solicitation Agent (as described below).

Specifically, the Solicitation Agent will (and, as to certain functions, has already begun to) assist the Debtors with: (a) mailing notices related to solicitation and confirmation of the Plan; (b) mailing Solicitation Packages (as described below); (c) soliciting votes on the Plan; (d) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors; (e) responding to inquiries from creditors and stakeholders relating to the Plan, this Disclosure Statement, the Ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (f) if necessary, contacting creditors and interest holders regarding the Plan and, as to the Holders of Prepetition Term Loan Claims, their Ballots.

**3. Holders of Claims Entitled to Vote on the Plan**

Under the provisions of the Bankruptcy Code, not all holders of claims against and equity interests in a debtor are entitled to vote on a chapter 11 plan. The following table provides a summary of the status and voting rights of each Class (and, therefore, of each Holder of a Claim or Interest within such Class) under the Plan:

---

**SUMMARY OF STATUS AND VOTING RIGHTS**

---

| <b>Class</b> | <b>Claim/Equity Interest</b>               | <b>Status</b>          | <b>Voting Rights</b>                     |
|--------------|--|------------------------|--|
| 1            | Other Secured Claims                       | Unimpaired             | Presumed to Accept                       |
| 2            | Prepetition ABL Claims                     | Unimpaired             | Presumed to Accept                       |
| <b>3</b>     | <b><i>Prepetition Term Loan Claims</i></b> | <b><i>Impaired</i></b> | <b><i>Entitled to Vote</i></b>           |
| 4            | General Unsecured Claims                   | Unimpaired             | Presumed to Accept                       |
| 5            | Subordinated Claims                        | Impaired               | Deemed to Reject                         |
| 6            | Intercompany Claims                        | Impaired / Unimpaired  | Deemed to Reject /<br>Presumed to Accept |
| 7            | Intercompany Interests                     | Impaired / Unimpaired  | Deemed to Reject /<br>Presumed to Accept |
| 8            | Existing Equity Interests                  | Impaired               | Deemed to Reject                         |

Based on the foregoing, the Debtors are soliciting votes to accept the Plan only from Holders of Claims in Class 3 (the “***Voting Class***”), because Holders of Claims in the Voting Class are Impaired under the Plan and have the right to vote to accept or reject the Plan. For purposes of determining acceptance and rejection of the Plan, votes from such Class will be tabulated on a Debtor-by-Debtor basis.

The Debtors are not soliciting votes on the Plan from (a) Holders of Claims in Classes 1, 2, and 4, because such parties are conclusively presumed to have accepted the Plan; (b) Holders of Claims in Class 5 and Interests in Class 8, because such parties are conclusively presumed to have rejected the Plan; and (c) Holders of Claims and Interests in Classes 6 and 7 because such parties are conclusively presumed to have accepted the Plan or conclusively presumed to have rejected the Plan (Classes 1, 2, 4, 5, 6, 7 and 8 collectively, the “***Non-Voting Classes***”). In lieu of a Solicitation Package, certain of the Non-Voting Classes (Classes 1, 4, 5, and 8) will receive the Notice of Non-Voting Status (as defined in the Solicitation Procedures Motion). Notwithstanding their non-voting status, Holders of Claims or Interests, as applicable, in such Non-Voting Classes will also receive a Release Opt-Out Form solely for the purposes of affirmatively opting out of the Third-Party Release. Because the Intercompany Claims in Class 6 and Intercompany Interests in Class 7 are all held by the Debtors or affiliates of the Debtors, the Debtors, through the Solicitation Procedures Motion, have sought a waiver of any requirement to serve the Holders of Claims and Interests in Classes 6 and 7 with Solicitation Packages or any other type of notice, including a Non-Voting Status Notice, in connection with solicitation.

#### **4. The Voting Record Date**

The voting record date (the “***Voting Record Date***”) with respect to all Claims in the Voting Class is December 18, 2024. The Voting Record Date is the date as of which it was determined which Holders of Claims in the Voting Class are entitled to vote to accept or reject the Plan.

## 5. Contents of the Solicitation Package

The following documents and materials will collectively constitute the “**Solicitation Package**” with respect to Holders of Claims in the Voting Class (in flash drive or paper format):

- this Disclosure Statement;
- the Plan;
- the exhibits to this Disclosure Statement, including:
  - the Transaction Support Agreement;
  - the Debtors’ financial projections;
  - the Debtors’ liquidation analysis; and
  - the Debtors’ valuation analysis.
- a Ballot and voting instructions; and
- a pre-addressed, postage pre-paid return envelope.

In addition, the Debtors will seek approval of the Combined Notice, in the form attached as Exhibit 1 to the proposed order of the Bankruptcy Court approving the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Forms of Ballots, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* (the “**Solicitation Procedures Motion**”), contemplated to be filed on the Petition Date, on the entire creditor matrix, in order to provide notice to all known third-party Holders of Claims and Interests in the Non-Voting Classes. The Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will also receive the Notice of Non-Voting Status. Finally, Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will also receive a Release Opt-Out Form solely for the purposes of affirmatively opting out of the Third-Party Release.

## 6. Distribution of the Solicitation Package to Holders of Claims Entitled to Vote on the Plan

With the assistance of the Solicitation Agent, the Debtors are distributing Solicitation Packages to the applicable voting parties. The Debtors submit that the timing of such distribution will provide such Holders of Claims with adequate time within which to review the materials required to allow such parties to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 3017(d) and 2002(b).

## 7. Additional Distribution of Solicitation Documents

Parties may request (and obtain at the Debtors’ expense) a copy of this Disclosure Statement (and any exhibits thereto, including the Plan) by: (a) calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); (b) messaging the Solicitation Agent at

[www.veritaglobal.net/thecontainerstore/inquiry](http://www.veritaglobal.net/thecontainerstore/inquiry); or (c) visiting the Debtors’ restructuring website at <https://www.veritaglobal.com/thecontainerstore>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <http://www.txs.uscourts.gov>.

All Holders of Claims are advised to read the instructions on their Ballots, as applicable, and any notices they receive from the Debtors.

**E. Voting Procedures**

Holders of Claims entitled to vote on the Plan are advised to read the instructions on their Ballots, which set forth in greater detail the voting instructions summarized herein.

**1. The Voting Deadline**

**4:00 p.m. prevailing Central Time on January 21, 2025** is the Voting Deadline, subject to further extension by the Debtors. The Voting Deadline is the date by which all Ballots and Release Opt-Out Forms, as applicable, must be properly executed, completed, and delivered to the Solicitation Agent in order to be counted as votes to accept or reject the Plan (or as a valid opt-out).

**2. Ballots**

The Debtors will provide the following Ballot to Holders of Claims in the Voting Class:

| <b>Class</b> | <b>Claim</b>                 | <b>Ballot</b>   |
|--------------|------------------------------|---|
| 3            | Prepetition Term Loan Claims | Class 3 Prepetition Term Loan Claims Ballot to be attached to the proposed Solicitation Procedures Order as Exhibit 3 |

To be counted as a vote to accept or reject the Plan, votes must be submitted on the Ballot.

**3. Voting Instructions**

Under the Plan, Holders of Claims in the Voting Class are entitled to vote to accept or reject the Plan by completing a Ballot and returning it to the Solicitation Agent. Each Ballot will include an option to affirmatively opt out of the Third-Party Release contained in Article IX.C of the Plan.

To be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, dated, and delivered by following the instructions set forth on the Ballot, so that it is actually received by the Solicitation Agent on or before the Voting Deadline. If you have any questions on the procedures for voting on the Plan, please contact the Solicitation Agent by (a) calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); (b) messaging the Solicitation Agent at [www.veritaglobal.net/thecontainerstore/inquiry](http://www.veritaglobal.net/thecontainerstore/inquiry); and/or (c) visiting the Debtors’ restructuring website at <https://www.veritaglobal.com/thecontainerstore>.

**4. Voting Procedures**

**PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE BALLOTS FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM.**

If you are a Holder of a Claim in Class 3 – Prepetition Term Loan Claims, you may vote to accept or reject the Plan by completing your Ballot and returning it to the Solicitation Agent in accordance with the instructions on your Ballot (*i.e.*, using the pre-addressed, postage pre-paid return envelope provided therewith or submitting it through the Solicitation Agent’s online voting portal).

If you are entitled to vote to accept or reject the Plan, a Ballot has been enclosed in your Solicitation Package for the purpose of voting on the Plan. Please vote and return your Ballot in accordance with the accompanying instructions.

Before voting on the Plan, you should carefully review the Plan and this Disclosure Statement, as well as their respective exhibits and the detailed instructions accompanying your Ballot. These documents contain important information concerning how Claims and Interests are classified for voting purposes and how votes will be tabulated. Holders of Claims entitled to vote are also encouraged to review the relevant provisions of the Bankruptcy Code and Bankruptcy Rules and consult their own attorney.

The Ballot you receive has been coded. In voting to accept or reject the Plan, you must use only the coded Ballot sent to you with this Disclosure Statement. If you hold multiple Claims within one Class, you may receive more than one Ballot.

If the Solicitation Agent receives more than one timely received, properly completed, valid Ballot with respect to a single Claim before the Voting Deadline, the vote that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the vote recorded on the last timely, properly completed Ballot, as determined by the Solicitation Agent, with respect to such Claim.

If you are a Holder of a Claim that is entitled to vote on the Plan and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, or if you have any questions concerning this Disclosure Statement, the Plan, the Ballot, or the procedures for voting on the Plan, please contact the Solicitation Agent at the phone numbers or email address listed in Section I.E.3 above or your attorney, as applicable.

**HOLDERS OF CLAIMS IN THE VOTING CLASS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE SOLICITATION AGENT’S ONLINE VOTING PORTAL.**

## 5. Tabulation of Votes

| <b>THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS IN THE VOTING CLASS.</b> |   |
|--|---|
| <b>Votes Not Counted</b>   | <ul style="list-style-type: none"> <li>• Any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim.</li> <li>• Any Ballot that is not actually received by the Solicitation Agent by the Voting Deadline (unless the Debtors determine otherwise or as permitted by the Bankruptcy Court).</li> <li>• Any Ballot that does not contain a signature; <i>provided</i>, that signatures contained in electronic Ballots submitted via the Solicitation Agent's online voting portal will be deemed to be immediately legally effective.</li> <li>• Any Ballot that partially rejects and partially accepts the Plan.</li> <li>• Any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan.</li> <li>• Any Ballot superseded by a later, timely submitted, valid, and properly executed Ballot.</li> <li>• Any vote cast by a Person or entity that did not hold a Claim in the Voting Class as of the Voting Record Date.</li> </ul> |
| <b>No Vote Splitting</b>   | <ul style="list-style-type: none"> <li>• Holders are required to vote all of their Claims within the Voting Class either to accept or reject the Plan and are not permitted to split any votes.</li> </ul>  |
| <b>Retention of Ballots</b>  | <ul style="list-style-type: none"> <li>• The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon the Solicitation Agent is authorized to destroy and otherwise dispose of all paper copies of Ballots, printed solicitation materials including unused copies of the Solicitation Package and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Bankruptcy Court in writing within such one (1)-year period.</li> </ul>   |
| <b>Voting Amounts</b>  | <ul style="list-style-type: none"> <li>• With respect to Prepetition Term Loan Claims, the amount of Prepetition Term Loan Claims, for voting purposes only will be established based on the amounts of the loan positions held by each Holder of such Claim as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Prepetition Term Loan Agent, which was provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format promptly following the Voting Record Date.</li> </ul>   |

## F. Confirmation of the Plan

### 1. The Combined Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. On, or as promptly as practicable after, the Petition Date, the Debtors will request that the Bankruptcy Court schedule the Combined Hearing for a date no sooner than January 24, 2025 (or as soon thereafter as the Bankruptcy Court has availability). Notice of the Combined

Hearing will be provided to all known creditors and equity holders or their Representatives. The Combined Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Combined Hearing, at any subsequent continued Combined Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

## 2. The Deadline for Objecting to Confirmation of the Plan

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. The Debtors intend to propose the Plan Objection Deadline to be January 21, 2025 at 4:00 p.m. (prevailing Central Time). Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), must set forth the name of the objector, the nature and amount of the Claims and/or Interests held or asserted by the objector against the Debtors’ Estates or properties, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order (the “**Notice Parties**”):

- (a) The Container Store Group, Inc., 500 Freeport Parkway, Coppell, TX 75019, Attn: Tasha Grinnell (TLGrinnell@containerstore.com);
- (b) Proposed counsel to the Debtors, (i) Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted Dillman (ted.dillman@lw.com) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com), and (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. (“Tad”) Davidson II (taddavidson@HuntonAK.com) and Ashley L. Harper (ashleyharper@HuntonAK.com);
- (c) counsel to the DIP ABL Loan Agent, (i) Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox (sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);
- (d) Counsel to the Ad Hoc Group, Paul Hastings LLP, (i) 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reilly (williamreily@paulhastings.com); Leonie Koch (leoniekoch@paulhastings.com), (ii) 2001 Ross Avenue, Suite 2700, Dallas, TX 75201, Attn: Charles Persons (charlespersons@paulhastings.com), and (iii) 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: Schlea Thomas (schleathomas@paulhastings.com);
- (e) Counsel to the Prepetition ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);
- (f) Counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota (alexcota@paulhastings.com) and Liz Loonam (lizloonam@paulhastings.com);
- (g) the United States Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002 Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and

- (h) Counsel to any statutory committee, if one is appointed.

**CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**3. Effect of Confirmation of the Plan**

Article IX of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims, (b) the release of the Released Parties by the Debtors and certain other Releasing Parties, and (c) exculpation of certain estate fiduciaries. It is important to read such provisions carefully so that you understand the implications of these provisions with respect to your Claim such that you may cast your vote accordingly.

**THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.**

**G. The Plan Releases**

The Plan contains the Third-Party Release, which will bind certain holders of Claims and Interests. The Debtors believe these provisions comply fully with applicable law. The following summary of those provisions is subject in all respects to the Plan itself.

Article IX.C of the Plan provides that the Releasing Parties will be deemed to have released the Released Parties from Claims and Causes of Action relating to the Debtors and the Restructuring and Chapter 11 Cases, among other things. The Released Parties include, among others, the Debtors, the Reorganized Debtors, the Non-Debtor Affiliates, each of their current and former directors, officers, and proxyholders, the parties to the Transaction Support Agreement, each Agent, and the respective advisors and Representatives of each of the foregoing parties.

The Debtors' position is that this Third-Party Release is consensual under prevailing practice in the Bankruptcy Court because applicable Holders of Claims and Interests have the ability to "opt out" of the release by timely submitting a Release Opt-Out Form. This structural element of the Plan, combined with the Debtors' anticipated solicitation and noticing process, justifies deeming any applicable Holder of a Claim or Interest to have consented to the release.

The Released Parties also would be released from any Claims and Causes of Action held by the Estates under the Plan. Additionally, from and after the Effective Date, Holders of certain Claims who have not validly opted out of the Third-Party Release, will be barred from proceeding with Claims against any Released Party, regardless of the extent of available insurance coverage.

All Holders of Claims and Interests are advised to read Article IX of the Plan, which sets forth in greater detail the information disclosed in this Section I.G of this Disclosure Statement.



**H. Deregistration and Issuance of New Equity Interests**

The New Equity Interests will not be listed on a national securities exchange following the Effective Date and the Debtors and Consenting Term Lenders have no intention to seek such a listing. Distributions of the New Equity Interests are expected to be made by delivery or book-entry transfer thereof by the Distribution Agent in accordance with the Plan and the New Organizational Documents.

If the Reorganized Parent were to list the New Equity Interests on an exchange other than a national securities exchange, Reorganized Parent would be required to comply with the rules and requirements of such exchange.

**Stockholders are advised to seek legal and tax advice in relation to any transfers of New Equity Interests.**

**I. Consummation of the Plan**

It will be a condition to confirmation of the Plan that all provisions, terms, and conditions of the Plan are approved in the Combined Order unless otherwise satisfied or waived pursuant to the provisions of Article VIII of the Plan. Following confirmation, the Plan will be consummated on the Effective Date.

**J. Risk Factors**

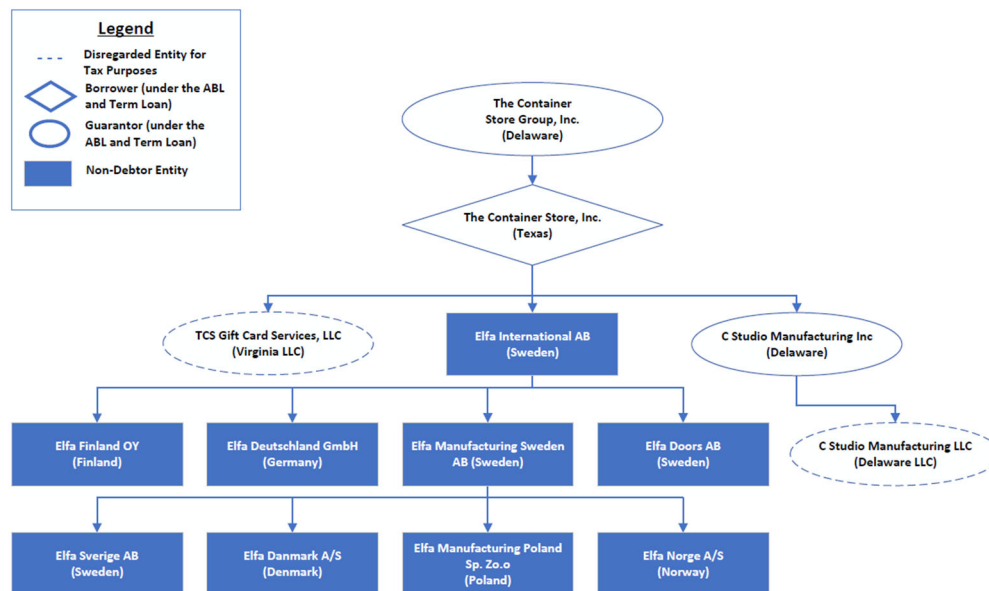
Before deciding whether and how to vote on the Plan, each Holder of a Claim in a Voting Class should consider carefully all of the information in this Disclosure Statement, including the Risk Factors described in Section IX hereof (“*Risk Factors to Consider Before Voting*”).

**II.  
BACKGROUND TO THE CHAPTER 11 CASES**

**A. The Debtors’ Corporate Structure**

The Container Store Group, Inc.—the lead Debtor and a publicly traded corporation incorporated in the state of Delaware—directly or indirectly owns and controls each of the other Debtors (together with their non-debtor affiliates, the “*Company*”). Specifically, (1) Debtor The Container Store Group, Inc. (“*TCSG*”) directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor The Container Store, Inc. (“*TCS*”), a Texas corporation; (2) TCS directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor TCS Gift Card Services, LLC (“*TCS Gift*”), a Virginia limited liability company, and Debtor C Studio Manufacturing Inc. (“*C Studio*”), a Delaware corporation; and (3) Debtor C Studio Manufacturing Inc owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor C Studio Manufacturing LLC, a Delaware limited liability company. The Company’s Elfa (as defined below) subsidiaries are *not* debtors and will continue to operate in the ordinary course of business outside of the Chapter 11 Cases.

The following organizational chart depicts the Company’s legal and operating structure, with non-debtor entities shaded in blue:<sup>3</sup>



## B. The Debtors’ Business Operations

The Company provides merchandise and services covering a broad selection of custom spaces, organizing solutions, and in-home services. The Company conducts business in physical stores (with product offerings tailored based on store location and size) and online. Products are sourced both domestically and internationally and shipped to stores or customers from domestic distribution centers using contract carriers.

### 1. **Product Segments**

The Company is divided into two main product segments: (a) the TCS segment (the “TCS Segment”) and (b) Elfa. For fiscal year 2023, the Company had total net sales of approximately \$847.7 million. The TCS Segment and Elfa accounted for approximately 94.5% (\$801.4 million) and 5.5% (\$46.3 million), of such sales, respectively.

#### a. *The TCS Segment*

The TCS Segment is comprised of two sub-segments: Custom Spaces and General Merchandise (each as defined below).

The Container Store Custom Spaces sub-segment (“*Custom Spaces*”) offers a range of branded product lines that are entirely owned and manufactured by the Company. These lines provide customers with both metal- and wood-based organizational products, ranging from portable drawers to fully custom shelving units. Among the Custom Spaces brands, the Elfa Classic brand features epoxy-bonded steel products that are ideal for pantries, playrooms, and kid’s spaces. Elfa Décor+ provides organizational solutions with

<sup>3</sup> This chart is subject to further updates by the Debtors in the event of any changes to the Debtors’ corporate structure.

stylish back panels, LED lighting, full-extension drawers, and solid birch drawer fronts and trim. Elfa Garage+ offers adjustable, specialized storage for gear and tools, and heavy-duty workspaces. The Preston system allows customers to design their own luxury, custom, wood-based organization systems. Across these brands, customers can select from a comprehensive suite of customizable storage systems, which include in-home design and installation, at a variety of price points.

To support Custom Spaces, the Company operates the C Studio manufacturing facility in Elmhurst, Illinois, which designs and manufactures the Company's premium wood-based custom space product offerings. The facility is equipped with advanced manufacturing technology and staffed by skilled artisans and designers who work collaboratively to create innovative and customizable storage solutions.

The Container Store General Merchandise sub-segment ("**General Merchandise**") provides complementary organization solutions to complete the Company's Custom Spaces' offerings. Within General Merchandise, the Company offers over 10,000 storage and organization products including drawers, boxes and bins, shelving, food storage, laundry hampers, hooks, and gift packaging, with the goal of simplifying customers' lives and maximizing the spaces within their homes.

**b. Elfa.**

The Container Store, Inc.'s wholly owned Swedish subsidiary, Elfa International AB ("**Elfa**"), designs and manufactures products featured and sold in the Company's TCS segment, such as component-based shelving and drawer systems. Founded in 1948 and headquartered in Malmö, Sweden, Elfa has been a supplier to The Container Store since its opening in 1978. The Company acquired Elfa in 1999 and remains the exclusive distributor of Elfa products in the United States today. Elfa operates three manufacturing facilities with two located in Sweden and one in Poland. In addition to supplying The Container Store, Elfa also sells its products on a wholesale basis to various retailers in approximately 30 countries around the world, concentrated in the Nordic region of Europe. For the avoidance of doubt, Elfa and its subsidiaries are not debtors in the Chapter 11 Cases.

**2. Sourcing and Distribution**

The Company has multiple domestic and international sources of supply for each category of products that it sells. In fiscal year 2023, the Company sourced 47% of its purchases from domestic suppliers and the remaining 53% from foreign suppliers (approximately 33% of such foreign suppliers are located in China). Elfa represents approximately 27% of the Company's purchases. Although the Company does not enter into long-term contracts with its vendor partners, 15 of its top 20 vendors have worked with the Company for the last 10 years and several of those vendors have worked with the Company since its inception in 1978.

In the TCS Segment, a majority of the Company's merchandise flows through one of the Company's two distribution centers, prior to being transported to the Company's retail stores and/or online customers. The first distribution center is co-located with the Company's support center in Coppell, Texas. The approximately 1.1 million square foot facility was designed and constructed specifically for The Container Store and is comprised of approximately 100,000 square feet of support center space and approximately 1 million square feet of distribution center space. The Company's second distribution center located in Aberdeen, Maryland is approximately 700,000 square feet and is comprised primarily of distribution center space. The Company also operates the aforementioned C Studio manufacturing facility, a 58,000 square feet domestic location in Elmhurst, Illinois to directly manufacture and supply the Company's premium, wood-based Custom Spaces offerings.



#### 4. Human Capital

As of the date of this Disclosure Statement, the Company employs approximately 3,800 people, of whom approximately 2,900 work in the Debtors' store locations.<sup>4</sup> Specifically, and as described further in the Wages Motion,<sup>5</sup> the Debtors' workforce consists of approximately 750 salaried employees, 2,200 part-time hourly employees, and 850 full-time hourly employees.

#### C. The Debtors' Prepetition Capital Structure

As of the date hereof, the Company had approximately \$243.1 million of funded debt (inclusive of accrued and unpaid interest, but excluding issued but undrawn letters of credit under the Prepetition ABL Facility (as defined below)), consisting of (i) an asset-based revolving lending facility and (ii) a secured term loan facility. The Company's prepetition funded debt obligations are summarized in the below table:

| Facility                       | Governing Document                     | Borrower                  | Maturity              | Outstanding Principal     |
|--------------------------------|--|---------------------------|-----------------------|---------------------------|
| Prepetition ABL Facility       | Prepetition ABL Credit Agreement       | The Container Store, Inc. | November/October 2025 | \$80,000,000 <sup>6</sup> |
| Prepetition Term Loan Facility | Prepetition Term Loan Credit Agreement | The Container Store, Inc. | January 2026          | \$163,125,321.74          |
| <b>Total Secured Debt</b>      |  |                           |                       | <b>\$243,125,321.74</b>   |

#### 1. The Prepetition ABL Facility

On April 6, 2012, TCS, as borrower, TCSG, TCS Gift, and TCS Installation Services, LLC,<sup>7</sup> in their respective capacities as guarantors thereunder, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the "**Prepetition ABL Agent**"), and the other lenders and letter-of-credit issuers party thereto (the "**Prepetition ABL Lenders**") entered into that certain Credit Agreement (as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023, the "**Prepetition ABL Credit Agreement**"), pursuant to which the Prepetition ABL Lenders provided an asset-based revolving credit facility (the "**Prepetition ABL Facility**") in a current aggregate principal amount of up to \$100 million, with a \$40 million sublimit for the issuance of letters of credit and a \$15 million sublimit for the issuance of swingline loans. In addition, the Prepetition ABL Facility includes an uncommitted incremental revolving facility for an amount of up to \$50 million, which is subject to satisfaction of specified conditions. The Prepetition ABL Facility matures on the earlier of (a) November 25, 2025 and (b) October 31, 2025, if any portion of

<sup>4</sup> The average employee headcount per store is 26, and high-volume stores employ a Custom Spaces sales manager.

<sup>5</sup> The "**Wages Motion**" is the *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief*, which the Debtors intend to file on the Petition Date.

<sup>6</sup> This amount excludes letters of credit issued under the Prepetition ABL Facility.

<sup>7</sup> TCS Installation Services, LLC has since been merged into TCS.

the Prepetition Term Loan Obligations (as defined below) remains outstanding on such date and the maturity date of the Prepetition Term Loan Facility (as defined below) is not extended. As of the Petition Date, there was approximately \$80 million in principal outstanding and \$7.5 million in letters of credit issued under the Prepetition ABL Facility.

The obligations arising under the Prepetition ABL Facility (collectively, the “**Prepetition ABL Obligations**”) are guaranteed by Debtors TCSG, TCS Gift, C Studio Manufacturing Inc., and C Studio Manufacturing LLC and, as set forth in that certain ABL Facility Security Agreement dated as of April 6, 2012 (as amended by that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024, the “**Prepetition ABL Security Agreement**”), secured by security interests in, and liens upon, substantially all assets of Debtor TCS and the above-mentioned Debtor guarantors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all accounts; (b) all chattel paper; (c) all deposit accounts, securities accounts (for each of clauses (a) through (c), excluding accounts, chattel paper, deposit accounts and securities accounts which constitute identifiable proceeds of Prepetition Term Loan Priority Collateral (as defined below)); (d) all inventory; and (e) documents, general intangibles, instruments, and commercial tort claims, supporting obligations, letter-of-credit rights, books and records, and collateral security and guarantees evidencing, governing, or relating to any of the items referred to in the preceding clauses (a) through (d) (collectively, the “**Prepetition ABL Priority Collateral**”). Pursuant to the Intercreditor Agreement (as defined below), the Prepetition ABL Lenders hold second priority security interests in and liens upon the Prepetition Term Loan Priority Collateral (as defined below).<sup>8</sup>

## 2. The Prepetition Term Loan Facility

On April 6, 2012, Debtor TCS, as borrower, and Debtors TCSG, TCS Gift, and TCS Installation Services, LLC,<sup>9</sup> in their respective capacities as guarantors thereunder, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “**Prepetition Term Loan Agent**”), and the other lenders party thereto (the “**Prepetition Term Lenders**,” and together with the Prepetition ABL Lenders, the “**Prepetition Secured Creditors**”) entered into that certain Credit Agreement, dated as of April 6, 2012 (as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, the “**Prepetition Term Loan Credit Agreement**”), pursuant to which the Prepetition Term Lenders provided a senior secured term loan facility in an initial principal amount of \$275 million (the “**Prepetition Term Loan Facility**,” and together with the Prepetition ABL Facility, the “**Prepetition Credit Facilities**”). The Prepetition Term Loan Facility matures on January 31, 2026. As of the Petition Date, there was approximately \$163.1 million in principal outstanding under the Prepetition Term Loan Facility.

The obligations arising under the Prepetition Term Loan Facility (the “**Prepetition Term Loan Obligations**”) are secured by security interests in, and liens upon, substantially all assets of the Debtors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all

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<sup>8</sup> The collateral package for the Prepetition ABL Facility also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

<sup>9</sup> TCS Installation Services, LLC has since been merged into TCS.

equipment, fixtures, real property, intellectual property and investment property (other than any investment property described as Prepetition ABL Priority Collateral); (b) all instruments, documents, and general intangibles (other than any instruments, documents, and general intangibles described as Prepetition ABL Priority Collateral); (c) all “Term Loan Priority Accounts” (as defined in the Intercreditor Agreement); (d) all other collateral other than Prepetition ABL Priority Collateral; and (e) all collateral security and guarantees with respect to the foregoing and all cash, money, insurance proceeds, instruments, securities, financial assets, and deposit accounts received as proceeds of the foregoing, other than the Prepetition ABL Priority Collateral (collectively, the “*Prepetition Term Loan Priority Collateral*”).<sup>10</sup> Additionally, the Prepetition Term Loan Obligations are secured by second priority security interests in, and liens upon, the Prepetition ABL Priority Collateral.

### 3. The Intercreditor Agreement

The respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders with respect to their shared collateral are governed by that certain Intercreditor Agreement, dated as of April 6, 2012, by and between the Prepetition ABL Agent and the Prepetition Term Loan Agent (as amended by that certain Amendment No. 1 dated as of April 8, 2013, the “*Intercreditor Agreement*”). The Intercreditor Agreement governs, among other things, the division of collateral into Prepetition ABL Priority Collateral and Prepetition Term Loan Priority Collateral and the priority of claims with respect thereto, as well as the respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders in connection with certain bankruptcy matters, such as the provision of postpetition financing.

### 4. Unsecured Debt

In addition to their funded debt, the Debtors have customary unsecured debt, including amounts owed to trade vendors and landlords. The Company routinely incurs fixed, liquidated, and undisputed payment obligations in the ordinary course of business to various third-party providers of goods and services. These include obligations owed to The Container Store’s extensive network of vendors, upon which the Company relies to supply merchandise. A majority of these vendors conduct business with the Company on a purchase order-by-purchase order basis and are paid on prearranged terms. As of the Petition Date, the Debtors estimate that approximately \$25.945 million of merchandise trade debt is outstanding. As discussed in greater detail in the All Trade Motion,<sup>11</sup> certain of these claims are entitled to statutory priority, including under section 503(b)(9) of the Bankruptcy Code, or may give rise to liens in favor of shippers, warehousemen, or mechanics in the event they go unpaid. However, regardless of whether such claims are afforded priority under the Bankruptcy Code, **the Debtors anticipate that all such vendor and service provider claims will be paid or otherwise satisfied in full in the ordinary course.**

The Company also has certain lease obligations, as its stores, distribution centers, and corporate offices are operated exclusively from leased premises. The Debtors estimate that an average of approximately \$11.7 million accrues on account of lease and occupancy-related expenses each month. A substantial liability accounting for the remaining expenses associated with the Debtors’ leases is reflected on the Debtors’ books

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<sup>10</sup> The Prepetition Term Loan Priority Collateral also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

<sup>11</sup> The “*All Trade Motion*” means the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief*, filed contemporaneously herewith.

at any given time. **The Debtors are continuing to operate in the ordinary course during the Chapter 11 Cases.**

**III.**  
**EVENTS PRECEDING COMMENCEMENT**  
**OF THE ANTICIPATED CHAPTER 11 CASES**

**A. Challenging Post-Covid Retail Environment, Strategic Alternatives Review, and Appointment of Transaction Committee**

The persistently challenging retail environment—including pulled-forward demand and subsequently reduced consumer spending in the storage and organization category, increased price sensitivity, post-COVID winddown, fewer home sales, and intensified competition—significantly impacted the Company’s performance from its peak in 2021. These challenges resulted in a 10.5% year-over-year decline in revenue and 77.1% year-over-year decline in adjusted EBITDA for the fiscal quarter ended September 28, 2024. Furthermore, the Company has faced increased interest expenses and looming debt maturities.

Against the backdrop of these challenges, the Board initiated a formal review process to evaluate strategic alternatives including a potential sale of the Company, new equity investment, or refinancing of the Company’s Prepetition Credit Facilities (such process, the “*Strategic Alternatives Review*”). In furtherance of the Strategic Alternatives Review and in consultation with the Company’s advisors, the Board also determined that it was in the best interests of the Company and its stakeholders to establish a committee of the Board (the “*Transaction Committee*”)<sup>12</sup> to assist the Board in fulfilling its responsibilities relating to the Strategic Alternatives Review and to oversee the Strategic Alternatives Review (including reviewing, negotiating, and evaluating any potential transactions and making recommendations to the Board regarding the advisability of one or more transactions).

**B. The Initial Marketing Process and the Potential Equity Investment from Beyond, Inc.**

As part of the Strategic Alternatives Review, the Transaction Committee retained JPMorgan Chase & Co. (“*JPMorgan*”) as financial advisor. JPMorgan thereafter conducted an extensive marketing and outreach effort to gauge interest in a purchase of, or investment in, the Company. That effort included initial outreach to approximately forty (40) strategic investors and twenty-six (26) financial sponsors. Twenty parties submitted NDAs and engaged in diligence. Five parties submitted preliminary, non-binding purchase or investment proposals. Four of those parties declined to progress beyond their initial non-binding proposals.

Ultimately, the marketing process did not result in any offers to purchase the entire Company. Instead, the Company received only one offer from Beyond, Inc. (“*Beyond*”) to make a strategic investment in the Company through a preferred equity transaction. On October 15, 2024, the Company announced a strategic partnership with Beyond with the goal of positioning the Company to achieve incremental sales growth over time by utilizing and benefiting from Beyond’s intellectual property, customer data, network of brands, and affiliate relationships. As part of the strategic partnership, Beyond agreed to invest \$40.0 million in the Company through a convertible preferred equity transaction subject to certain terms and conditions, including an amendment or refinancing of the Prepetition Credit Facilities in a manner commercially acceptable to Beyond (the “*Beyond Equity Investment*”).

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<sup>12</sup> The Transaction Committee is comprised of certain members of the Board who are independent and disinterested with respect to any contemplated transaction (other than as a director of the Company or equity ownership in the Company). Kristofer Galashan, Lisa Klinger, Anthony Laday, and Nicole Otto served on the Transaction Committee.



**C. The Formation of the Ad Hoc Group and the Company’s Retention of Houlihan**

Meanwhile, an ad hoc group of Prepetition Term Lenders (the “*Ad Hoc Group*”) organized in response to the Company’s financial performance and upcoming maturities. When it became unlikely that the sale process would yield a sale of the entire Company and repay the Company’s funded debt in full, the Company also retained Houlihan Lokey, Inc. (“*Houlihan*”) in September 2024 to engage with the Ad Hoc Group and explore standalone financing options.

**D. Deteriorating Business Performance and Continued Liquidity Pressures**

During the Summer and Fall of 2024, the Company continued to experience worsening business performance and significant pressures on its liquidity. For the second quarter ended September 28, 2024, the Company’s consolidated net sales declined by 10.5% year-over-year to \$196.6 million. For the same period, the Company incurred a consolidated net loss of \$16.1 million, compared to a net loss of \$23.7 million, respectively, in the second quarter of fiscal year 2023. The Company’s adjusted EBITDA for the same period was \$3.9 million, representing a \$43.8 million (or 91.8%) decrease from the peak level of \$47.7 million in the second quarter of fiscal year 2021.

In addition to the challenging retail environment that persisted during this time, the Company’s liquidity was further negatively impacted by its need to increase its borrowings under the Prepetition ABL Facility in advance of the holiday period.<sup>13</sup> These higher borrowings under the Prepetition ABL Facility and a higher interest rate on the Prepetition Term Loan Facility during the second quarter of fiscal year 2024 led to a 15.4% year-over-year increase in consolidated net interest expense to \$6.0 million in the second quarter of fiscal year 2024.

The Company’s liquidity was further constrained by mounting vendor pressure in the form of strained vendor credit relationships resulting from the fear that the Company would not have enough cash on hand to pay vendors in full in the wake of its publicly reported operating performance and downgrades of the Company’s credit ratings (by S&P Global Ratings in March 2024 and by Moody’s Investor Service in November 2024). Such pressure continues to impact liquidity and inventory levels as the Company works to address these vendor concerns.

**E. Amendment No. 9 to Prepetition Term Loan Facility**

The foregoing factors rendered the Company unable to comply with the consolidated leverage ratio covenant in the Prepetition Term Loan Credit Agreement for the second quarter of fiscal year 2024. On October 8, 2024, as part of its continued support of the Company’s business and strategic initiatives, the Ad Hoc Group agreed to enter into Amendment No. 9 to the Prepetition Term Loan Facility (the “Prepetition Term Loan Amendment No. 9”) which, among other things, (i) waived the testing of the consolidated leverage ratio covenant (defined in the Prepetition Term Loan Credit Agreement as the ratio of total debt to consolidated EBITDA) for the second quarter of fiscal year 2024; (ii) added a covenant for the Company to enter into a qualified financing transaction, subject to the approval of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement) by November 15, 2024 (which date has been extended from time to time to December 31, 2024 by the Required Lenders); and (iii) amended certain of the covenants in the Prepetition Term Loan Credit Agreement which, among other things, narrowed the Company’s ability to incur additional indebtedness or engage in certain non-ordinary course transactions.

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<sup>13</sup> Historically, the Company’s liquidity fluctuates as a result of building inventory for key selling periods and the Company’s borrowings generally increase in its second and third fiscal quarters as it prepares for promotional campaigns and the holiday season.

**F. Beyond’s Unwillingness to Consummate an Investment and the Pursuit of Alternative Transactions**

In connection with the potential Beyond Equity Investment, the Company and Ad Hoc Group engaged in sustained, good-faith efforts to offer an amendment and/or refinancing proposal acceptable to Beyond in order to move forward with consummating the contemplated investment. Unfortunately, despite the best efforts of the Ad Hoc Group and the Company, Beyond ultimately indicated that it was unwilling to accept any of the financing proposals supported by the Ad Hoc Group.<sup>14</sup> Simultaneously, the Company’s liquidity position continued to become increasingly constrained, necessitating additional capital to support the business.<sup>15</sup>

Additionally, given the upcoming maturity wall (i.e., springing maturity of the Prepetition ABL Facility on October 31, 2025 and maturity of the Prepetition Term Loan Facility on January 31, 2026), the Company faced the potential for events of default across its capital structure as early as June 2025, if it were unable to obtain an audit opinion for fiscal year 2024 financial statements without a going concern qualification. In fact, without the Prepetition Term Loan Amendment No. 9 described above, the Company would have been in non-payment default under the Prepetition Term Loan Facility in October 2024.

Accordingly, Houlihan pivoted to explore financing options that were not dependent upon the Beyond Equity Investment and solicited proposals to refinance the Debtors’ Prepetition ABL Facility or provide incremental third-party financing (including debtor-in-possession financing). Houlihan also engaged with the Ad Hoc Group to explore options to provide financing to support a standalone restructuring of the Company. The Company and the Ad Hoc Group exchanged numerous proposals for the restructuring of the Company’s capital structure on both an in-court and out-of-court basis. As negotiations with the Ad Hoc Group and the Prepetition ABL Lenders progressed, the Board concluded that proceeding with a replacement ABL facility for a comprehensive balance-sheet restructuring would represent the most value-maximizing path and position the Company for long term success.

**G. Appointment of Restructuring Committee and Investigation Subcommittee**

In connection with the Company’s ongoing exploration of strategic alternatives, on December 4, 2024, the Board constituted an independent special restructuring committee (the “*Restructuring Committee*”)<sup>16</sup> that is responsible for exploring and overseeing negotiations related to potential restructuring transactions, including financing, sale, reorganization, recapitalization, strategic transactions, and other opportunities and transactions, for the Company and its subsidiaries, subject to Board approval.

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<sup>14</sup> Beyond stated publicly as early as November 20, 2024: “[T]he proposed financing terms we have reviewed to date fall short of what we believe is necessary to complete the transaction.” As of the date hereof, Beyond has not indicated it intends to accept any proposal made.

<sup>15</sup> The Company’s second quarter sales results represented sequential improvement compared to the prior quarter results. For example, Custom Spaces continued to grow due to increased brand awareness from higher marketing spend and investments in in-home design services. From a customer demand perspective, orders placed for Custom Spaces but not yet delivered experienced year-over-year growth during the second quarter of fiscal year 2024. Additionally, General Merchandise continued to sequentially improve as the Company focused on ensuring core product categories are in stock, while enhancing key areas of the assortment with newness and innovation. Nevertheless, such improvements were insufficient to counterbalance the overall challenging retail environment that is not expected to reverse course in the near future.

<sup>16</sup> The Restructuring Committee members are Lisa Klinger, Nicole Otto, Karen Stuckey, and Charles Tyson.

Based upon guidance from the Restructuring Committee, the Company, in consultation with its advisors, ultimately determined that it did not have sufficient liquidity to operate in the ordinary course during or beyond January 2025 absent new liquidity and a substantial modification of its current capital structure. Accordingly, and in light of the fact that the Company faced both potential future defaults as well as upcoming maturities on both its Prepetition ABL Facility and the Prepetition Term Loan Facility, the Debtors and the Ad Hoc Group engaged in iterative negotiations regarding the terms of a value-maximizing path forward for the Company that would have the requisite stakeholder support and provide sufficient deleveraging and access to new capital. These discussions ultimately led to entry into the Transaction Support Agreement on December 21, 2024.

The Transaction Support Agreement and the Plan also contemplate the provision of typical releases to the Debtors' directors and officers, among others. In light of these proposed releases, on December 4, 2024, the Board constituted a two-member independent special sub-committee of the Restructuring Committee (the "*Investigation Subcommittee*").<sup>17</sup> The Investigation Subcommittee tasked Hunton Andrews Kurth LLP ("*Hunton AK*")<sup>18</sup> with leading, at the direction of the Investigation Subcommittee, an investigation into prepetition transactions and conduct to ensure that any releases to be provided under the Plan are appropriate in scope and nature. This investigation has been overseen by the Investigation Subcommittee with the assistance of Hunton AK. To date, no viable claims have been identified that would affect the Board's decision to authorize entry into the Transaction Support Agreement and solicitation of the Plan.

#### IV.

### ANTICIPATED EVENTS DURING CHAPTER 11 CASES

#### A. Commencement of Chapter 11 Cases

In accordance with the Transaction Support Agreement, the Debtors anticipate filing voluntary petitions for relief under the Bankruptcy Code on or about December 22, 2024. The filing of the petitions will commence the Chapter 11 Cases, at which time the Debtors will be afforded the benefits and become subject to the limitations of the Bankruptcy Code.

The Debtors intend to continue operating their businesses in the ordinary course during the pendency of the Chapter 11 Cases. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, and to minimize disruptions to the Debtors' operations on the Petition Date, the Debtors intend to seek to have the Chapter 11 Cases administered jointly and to file various motions seeking important and urgent relief from the Bankruptcy Court. Such relief, if granted, will assist in the administration of the Chapter 11 Cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

#### B. First Day Motions

On the Petition Date, the Debtors intend to file multiple motions and applications seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course (the "*First Day Motions*"). Such relief is designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitating a smooth reorganization through the chapter 11 process, and minimizing disruptions to the Debtors' businesses. The following is a brief overview of the

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<sup>17</sup> The Investigation Subcommittee members are Karen Stuckey and Charles Tyson.

<sup>18</sup> In connection with the Company's contingency planning efforts, the Company engaged Hunton AK as co-counsel on November 26, 2024.

substantive relief the Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

**1. Debtor in Possession Financing and Cash Collateral Motion**

To address their working capital needs and fund their reorganization efforts, on or immediately after the Petition Date, the Debtors intend to seek Bankruptcy Court approval of (a) an agreement with certain prepetition lenders to provide the DIP-to-Exit Term Loan Facility in an aggregate principal amount of \$115 million and (b) the entry into the DIP & Exit ABL Commitment Letter and the \$140 million DIP-to-Exit ABL Facility. The proposed order seeking approval of the DIP-to-Exit Facilities also reflects an agreement between and among the Debtors and certain of their secured creditors regarding the use of Cash Collateral (as defined in the Bankruptcy Code) and the terms of adequate protection to be provided to such parties.

**2. Cash Management Motion**

The Debtors maintain a cash management system that enables the Debtors to control and monitor corporate funds, ensure cash availability and liquidity across the Debtors' operations, comply with the requirements of their financing agreements, and reduce administrative expenses by facilitating the movement of funds as needed. On the Petition Date, the Debtors intend to seek authority from the Bankruptcy Court to continue their existing cash management system, honor certain prepetition obligations related thereto, continue ordinary course intercompany transactions between and among the Debtors and their Non-Debtor Affiliates and subsidiaries, and continue their ordinary cash management practices.

**3. All Trade Motion**

In the ordinary course of business, the Debtors incur various fixed, liquidated, and undisputed payment obligations (the "*Trade Claims*") to various third-party providers of goods and services related to the Debtors' business operations (the "*Trade Creditors*"). The Trade Claims are comprised of (a) prepetition claims held by vendors who provide inventory, (b) prepetition claims held by suppliers, service providers, and distributors based outside the United States, (c) prepetition claims held by common carriers, warehousemen, and toll processors in each case that may have or may be capable of asserting liens against the Debtors' property, and (d) prepetition claims held by all other general unsecured creditors, including those that provide supplies and/or services utilized by the Debtors, such as professionals utilized in the ordinary course and not otherwise retained pursuant to a separate order of the Bankruptcy Court.

By the All Trade Motion, the Debtors will request authority from the Bankruptcy Court to pay Trade Claims in full in their discretion and in the ordinary course of business, consistent with the Unimpaired treatment of General Unsecured Claims under the Plan. Furthermore, the Debtors will seek authority to request that, as a condition to receiving payment on account of Trade Claims, Trade Creditors agree to continue to provide goods and/or services to the Debtors on terms that are as good or better than the terms and conditions that existed 120 days prior to the Petition Date during the pendency of the Chapter 11 Cases (the "*Customary Trade Terms*"). If a Trade Creditor ceases to provide Customary Trade Terms, then the Debtors may seek an order from the Court for relief concerning any payment on a prepetition claim received by such Trade Creditor, including requiring the return of such payment as a voidable postpetition transfer under section 549 of the Bankruptcy Code.

**4. Taxes Motion**

Pursuant to the Plan, the Debtors intend to pay all taxes, assessments, fees, duties, and similar charges and assessments (collectively, the "*Taxes and Fees*") in full to the various U.S. national, state, and local taxing,

licensing, regulatory and other governmental authorities to which such taxes and fees are owed. To minimize any disruption to the Debtors' operations and ensure the efficient administration of the Chapter 11 Cases, on the Petition Date, the Debtors intend to seek authority from the Bankruptcy Court to pay all Taxes and Fees, whether arising pre- or post-petition, to the appropriate taxing, regulatory, and other governmental authorities in the ordinary course of the Debtors' businesses.

#### **5. Insurance Motion**

In connection with the operation of the Debtors' businesses, the Debtors maintain various liability, property and other insurance policies, which provide the Debtors with insurance related to, among other things, general commercial liability, crime, cargo, cyber, worker's compensation and employer's liability, directors' and officers' liability, auto, pollution, patent infringement, and various other liability and property losses, liabilities, and claims (collectively, the "*Insurance Policies*"). On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue to maintain and renew their Insurance Policies, continue honoring their insurance obligations on a postpetition basis in the ordinary course of business, and pay accrued and outstanding prepetition amounts due in connection with the Insurance Policies.

#### **6. Employee Wages and Benefits Motion**

As of the date hereof, the Debtors employ approximately 3,800 individuals (the "*Employees*") as well as various contract workers (the "*Contracted Labor*" and, together with the Employees, the "*Workforce*"). In the ordinary course, the Debtors incur a number of obligations to, or for the benefit of, their Workforce (the "*Prepetition Workforce Obligations*"). The Debtors' Prepetition Workforce Obligations include: (a) wage and salary obligations, such as payroll and payments for Employees and Contracted Labor; (b) obligations to payroll processing services; (c) payouts under various performance-based incentive programs and severance plans; (d) expense reimbursements for company credit card and business travel expenses; (e) maintaining health and welfare benefits such as health, dental, and accidental death and dismemberment insurance; (f) funding retirement programs such as the Company's 401(k) program; (g) maintaining workers' compensation insurance; and (h) payments to the administrators of the Debtors' various Workforce-related programs. On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue the Workforce-related programs in the ordinary course and to pay and honor the Prepetition Workforce Obligations.

#### **7. Customer Programs Motion**

In the ordinary course of business, the Debtors provide their customers with certain services, pricing, incentives, discounts, and other accommodations in order to preserve critical relationships and maximize customer loyalty (the "*Customer Programs*"). On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue to maintain the Customer Programs, continue honoring their obligations under the Customer Programs on a postpetition basis in the ordinary course of business, and pay accrued and outstanding prepetition amounts due in connection with the Customer Programs.

#### **8. Utilities Motion**

In the ordinary course of business, the Debtors incur certain expenses related to essential utility services such as power, gas, water, sewer, recycling, trash disposal, and waste management, telecommunications, and other similar services. To facilitate timely and efficient processing and payment of invoices with respect to these utility services, the Debtors contract, in the ordinary course of business, with a payment processor to process and remit payments to certain utility companies on the Debtors' behalf. On the Petition Date, the Debtors intend to seek approval from the Bankruptcy Court of procedures to provide such utility providers with adequate assurance that the Debtors will continue to honor their obligations in the ordinary

course and to pay any fees owed to the payment processor, whether arising pre- or post-petition, in the ordinary course of the Debtors' business.

**9. Equity Trading/NOL**

The Debtors have certain net operating losses and other tax attributes that provide the potential for material future tax savings or other tax structuring possibilities in the Chapter 11 Cases. As a result, on the Petition Date, the Debtors intend to seek entry of an order from the Bankruptcy Court (i) approving certain notification procedures related to certain transfers of, or claims of worthlessness with respect to, the beneficial ownership of Debtor TCSG's outstanding common stock, and (ii) directing that any purchase, sale, other transfer of, or claim of worthlessness with respect to, the beneficial ownership of Debtor TCSG's outstanding common stock in violation of the procedures will be null and void *ab initio*.

**C. Other Procedural Motions and Retention of Professionals**

The Debtors intend to file various other motions that are common to chapter 11 cases of similar size and complexity to these Chapter 11 Cases, including applications to retain various professionals to assist the Debtors in the Chapter 11 Cases.

**D. Timetable for the Chapter 11 Cases**

In accordance with the Transaction Support Agreement, the Debtors have agreed to proceed with the implementation of the Plan through the Chapter 11 Cases. Among the Milestones contained in the Transaction Support Agreement is the requirement that the Bankruptcy Court enter the order confirming the Plan no later than 34 calendar days following the Petition Date. The Transaction Support Agreement also requires that the Effective Date occur no later than 14 calendar days following the entry of the Combined Order. Although the Debtors will request that the Bankruptcy Court approve a timetable consistent with the Transaction Support Agreement, there can be no assurance that the Effective Date will occur on such timetable.

**V.**

**SUMMARY OF THE PLAN**

**THE TERMS OF THE PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT, ARE INCORPORATED BY REFERENCE HEREIN. THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERENCED THEREIN, WHICH ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN (AS WELL AS THE EXHIBITS THERETO AND DEFINITIONS THEREIN).**

**THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN. HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS AND OTHER INTERESTED PARTIES ARE URGED TO READ THE PLAN AND THE EXHIBITS THERETO IN THEIR ENTIRETY SO THAT THEY MAY MAKE AN INFORMED JUDGMENT CONCERNING THE PLAN.**

**A. Classification and Treatment of Claims and Interests under the Plan**

The Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of Article III of the Plan govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II of the Plan (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under the Plan, each Class will exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.G of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II of the Plan.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that such Claim or Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

**Summary of Classification and Treatment of Claims and Interests**

| <b>Class</b> | <b>Claim</b>                               | <b>Status</b>            | <b>Voting Rights</b>                     |
|--------------|--|--------------------------|--|
| 1            | Other Secured Claims                       | Unimpaired               | Presumed to Accept                       |
| 2            | Prepetition ABL Claims                     | Unimpaired               | Presumed to Accept                       |
| <b>3</b>     | <b><i>Prepetition Term Loan Claims</i></b> | <b><i>Impaired</i></b>   | <b><i>Entitled to Vote</i></b>           |
| 4            | General Unsecured Claims                   | Unimpaired               | Presumed to Accept                       |
| 5            | Subordinated Claims                        | Impaired                 | Deemed to Reject                         |
| 6            | Intercompany Claims                        | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 7            | Intercompany Interests                     | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 8            | Existing Equity Interests                  | Impaired                 | Deemed to Reject                         |

**B. Acceptance or Rejection of the Plan; Effect of Rejection of the Plan****1. Presumed Acceptance of Plan**

Claims in Classes 1, 2, and 4 are Unimpaired under the Plan, and the Holders of such Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2, and 4 are not entitled to vote on the Plan and the votes of such Holders will not be solicited. Notwithstanding their non-voting status, Holders of such Class 1 and 4 Claims will receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

## **2. Voting Class**

Claims in Class 3 are Impaired under the Plan, and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject the Plan, including by acting through a voting representative. For purposes of determining acceptance and rejection of the Plan, votes will be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1226(c) of the Bankruptcy Code, an impaired class of claims accepts a plan if (a) the holders of at least two-thirds (2/3) in amount of claims actually voting in such class have voted to accept the plan and (b) the holders of more than one-half (1/2) in number of claims actually voting in such class have voted to accept the plan. Holders of Claims in Class 3 (or, if applicable, the voting representatives of such Holders) will receive Ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in the sole Class entitled to vote to accept or reject the Plan that is not Allowed pursuant the Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, will be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

## **3. Deemed Rejection of the Plan**

Claims and Interests in Classes 5 and 8 are Impaired under the Plan, and the Holders of such Claims and Interests will receive no distributions under the Plan on account of their Claims and Interests and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on the Plan, and the votes of such Holders will not be solicited. Notwithstanding their non-voting status, Holders of Claims and Interests in Class 5 and Class 8 will receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

## **4. Presumed Acceptance of the Plan or Deemed Rejection of the Plan**

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and will receive no distributions under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on the Plan, and the votes of such Holders will not be solicited.

## **5. Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code**

Section 1129(a)(10) of the Bankruptcy Code is satisfied for purposes of confirmation by acceptance of the Plan by an impaired class of claims entitled to vote (*i.e.*, Class 3). The Debtors will seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a class of claims or interests to render such class of claims or interests unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

## **6. Subordinated Claims**

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, will take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing,



such Allowed Claims or Interests and their respective treatments set forth herein will not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

#### **7. Special Provision Governing Unimpaired Claims**

Except as otherwise provided therein, nothing under the Plan will affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

#### **8. Vacant and Abstaining Classes**

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, will be deemed to accept the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

#### **9. Intercompany Interests and Intercompany Claims**

To the extent Intercompany Interests and Intercompany Claims are Reinstated under the Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliate-subsiaries') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

#### **10. Disputed Claims Process**

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims will determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims will be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) will be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, will be deemed

withdrawn and expunged, other than as provided below. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, will in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim will be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under the Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in the Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

### C. Means of Implementation of the Plan

Article IV of the Plan governs and describes the means of implementation of the Plan.

Article IV.A (“**General Settlement of Claims and Interests**”) provides that, in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan will constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan and the Plan will be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order will constitute the Bankruptcy Court’s approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI of the Plan, distributions made to Holders of Allowed Claims in any Class are intended to be and will be final and indefeasible and will not be subject to avoidance, turnover, or recovery by any other Person. The Plan provides that, notwithstanding the foregoing or similar provisions of the Plan with respect to settlements, upon entry of the Combined Order, such settlements will be approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests will be approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

Article IV.B (“**Restructuring Transactions**”) provides that, without limiting any rights and remedies of the Debtors or Reorganized Debtors under the Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and the Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order will constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of the Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2)

the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5s) all other actions that the Debtors and/or the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Plan further provides that, the Combined Order will and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate the Plan).

Article IV.D (“*Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*”) provides that, except as otherwise expressly provided in the Plan or any agreement, instrument, or other document incorporated in the Plan pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan will vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in the Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor will remain the obligations solely of such Debtor or such Reorganized Debtor and will not become obligations of any other Debtor or Reorganized Debtor by virtue of the Plan, the Chapter 11 Cases, or otherwise.

Article IV.E (“*Cancellation of Existing Agreements and Existing Equity Interests*”) provides that, on the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in the Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors will be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto will be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations

of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to the Plan, if any) will be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in the Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest will continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under the Plan as provided therein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under the Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, will remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under the Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in Article IV of the Plan will affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or the Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX of the Plan or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in the Plan. For the avoidance of doubt, nothing in Article IV of the Plan will cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims will be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims will be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

The Plan further provides that, on the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be automatically and fully released and discharged from any further responsibility

under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be discharged and will have no further obligation or liability except as provided in the Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to the Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to the Plan, including the fees and expenses of counsel, if any, will be paid in accordance with the terms of the Plan and the applicable Definitive Documents.

Article IV.F (“**Sources for Plan Distributions and Transfers of Funds Among Debtors**”) provides that the Debtors will fund Cash distributions under the Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors will make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans, and New Equity Interests. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors in accordance with Article VI thereof. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth in the Plan, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors’ historical intercompany account settlement practices and will not violate the terms of the Plan.

The Plan further provides that, from and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), will have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

Article IV.K (“**Release of Liens and Claims**”) provides that, to the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit Prepetition ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), the Plan, the Combined Order, or any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates will be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtors’ obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, cash collateral, and letters of credit issued for the benefit of Insurers, will remain in full force and effect solely to the extent provided for in the Plan. The filing of the Combined Order with any federal, state, or local agency or department will constitute good and sufficient evidence of, but will not be required to effect, the termination

of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests must, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

Article IV.L (“*Exemption from Certain Taxes and Fees*”) provides that, to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with the Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, will comply with the requirements of section 1146(a) of the Bankruptcy Code, and will forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

Article IV.N (“*Preservation of Causes of Action*”) provides that, in accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in Article IV.N and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity will vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors will have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action. The Plan further provides that, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, will apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).**

Article IV.P (“*Prepetition Intercreditor Agreement*”) provides that, notwithstanding anything to the contrary in the Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims will not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement will be deemed so amended to the extent necessary to effectuate same.

Article IV.Q (“*Effectuating Documents; Further Transactions*”) provides that before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan or the Transaction Support Agreement.

Article IV.R (“*Authority of the Debtors*”) provides that, effective on the Confirmation Date, the Debtors will be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of the Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

Article IV.S (“*No Substantive Consolidation*”) provides that the Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth therein.

Article IV.T (“*Continuing Effectiveness of Final Orders*”) provides that payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court will continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

Article IV.U (“*Modifications to Executory Contracts and Unexpired Leases*”) provides that the Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

**D. Treatment of Executory Contracts and Unexpired Leases; Employee Benefits; and Insurance Policies**

Article V of the Plan governs the treatment of the Debtors’ Executory Contracts and Unexpired Leases, among other things.

Article V.A (“*Assumption of Executory Contracts and Unexpired Leases*”) provides that, on the Effective Date, except as otherwise provided in the Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court will be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions),

as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code except any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which will initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

The Plan provides that, entry of the Combined Order by the Bankruptcy Court will constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement will be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement will not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

In addition, entry of the Combined Order by the Bankruptcy Court will constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, will re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

The Plan further provides that, to the maximum extent permitted by law, unless otherwise provided therein, the transactions contemplated by the Plan will not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to the Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of Article V.A of the Plan) will be deemed satisfied by Confirmation.

The Plan further provides that, notwithstanding anything to the contrary therein, but subject to the *Consent Rights* described in Article I.C of the Plan, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, will have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend will not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors will give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Plan further provides that the Rejected Executory Contract/Unexpired Lease List will be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything to the contrary therein, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease will be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and



returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease will be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease will be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

Article V.B (“*Payments on Assumed Executory Contracts and Unexpired Leases*”) provides that any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

**The Plan provides that, parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan will not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost will be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date will remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties’ rights and defenses with respect thereto.**

**In addition, any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, will be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

The Plan further provides that, in the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court will hear such dispute before the assumption becoming effective; provided, that the Debtors, with the consent of the Required Consenting Lenders, may settle any such dispute and will pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Article V.C (“*Claims Based on Rejection of Executory Contracts and Unexpired Leases*”) provides that, unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which will be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); or (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. The Plan further provides that, **any Rejection Damages Claims that are not timely filed will be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection Damages Claims will constitute General Unsecured Claims and will be treated in accordance with Article III.B of the Plan.

The Plan further provides that, any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject will be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); provided, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of the Plan.

Article V.D (“**Contracts and Leases Entered into After the Petition Date**”) provides that contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, will be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date will survive and remain unaffected by entry of the Combined Order.

Article V.E (“**Reservation of Rights**”) is a reservation of the Debtors’ rights and provides that nothing contained in the Plan will constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, will have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor’s or Reorganized Debtor’s liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors will be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X of the Plan.

Article V.G (“**Other Insurance Contracts**”) provides that, on the Effective Date, each of the Debtors’ Insurance Contracts in existence as of the Effective Date will be Reinstated and continued in accordance with their terms and, to the extent applicable, will be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V of the Plan. Nothing in the Plan will affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors will retain all rights and defenses under such Insurance Contracts. The Insurance Contracts will apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

Article V.I (“**Employee Compensation and Benefits**”) concerns the Debtors’ Compensation and Benefit Programs and the Debtors’ Workers’ Compensation Contracts.

Article V.I.1 provides that, subject to the provisions of the Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) will be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program will be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, will be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, will honor all their obligations under section 1114 of the Bankruptcy Code.

The Plan further provides that, none of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms of the Plan will be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements will be assumed and governed by the terms thereof. Subject to the preceding sentence, the Plan provides that, no counterparty will have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately before such assumption.

Article V.I.2 provides that, as of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors will continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. The Plan further provides that, all Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation will be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for therein; *provided*, that nothing in the Plan will limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing in the Plan will be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

#### **E. Provisions Governing Distributions**

Article VI of the Plan sets forth the mechanics by which Plan distributions will be made.

Article VI.D.1 ("***Delivery of Distributions – Record Date for Distributions***") provides that on the Distribution Record Date, the Claims Register will be closed and any party responsible for making distributions will instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date will not apply to distributions in respect of Securities deposited with DTC, the Holders of which will receive distributions, if any, in accordance with the customary exchange procedures of DTC or the Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC will be considered a single Holder for purposes of distributions.

Article VI.D.2 ("***Delivery of Distributions – Delivery of Distributions in General***") provides that, except as otherwise provided in the Plan, the Distribution Agent will make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions will be determined at the discretion of the Reorganized Debtors.

The Plan provides that, all distributions to Holders of DIP Claims will be made to the DIP Agents or the Exit Prepetition Term Loan Agent, as applicable, and the DIP Agents or the Exit Prepetition Term Loan Agent will be, and will act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of the Plan and the applicable debt documents.

The Plan further provides that, all distributions to Holders of Prepetition Term Loan Claims will be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent will be, and will act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of the Plan and the applicable debt documents.

Article VI.D.3 ("***Delivery of Distributions – Minimum Distributions***") provides that, notwithstanding any provision in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests will be distributed and no Cash will be distributed in lieu of such fractional

amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests will be rounded as follows: (a) fractions of one-half ( $\frac{1}{2}$ ) or greater will be rounded to the next higher whole number and (b) fractions of less than one-half ( $\frac{1}{2}$ ) will be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan will be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC will be treated as a single Holder.

Article VI.D.4 (“***Delivery of Distributions – Undeliverable Distributions***”) provides that, in the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder will be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution will be made to such Holder without interest; *provided*, that such distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property will revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property will be discharged and forever barred.

Article VI.K.1 (“***Claims Paid or Payable by Third Parties – Claims Paid by Third Parties***”) provides that a Claim will be correspondingly reduced, and the applicable portion of such Claim will be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder must, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder’s total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution will result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid.

Article VI.K.2 (“***Claims Paid or Payable by Third Parties – Claims Payable by Insurers***”) provides that no distributions under the Plan will be made on account of an Allowed Claim that is payable pursuant to one of the Debtors’ Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers’ agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VI.K.3 (“***Claims Paid or Payable by Third Parties – Insurance Contracts***”) provides that, except as otherwise provided in the Plan, distributions to Holders of Allowed Claims will be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary therein, nothing contained in the Plan will constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor will anything contained therein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

Finally, as set forth more fully in the Plan, Article VI of the Plan provides, among other things, that (a) to the extent applicable, the Reorganized Debtors will comply with all tax withholding and reporting requirements, and all distributions pursuant to the Plan will be subject to such requirements (VI.E); (b) except as otherwise provided in the Plan, Insurance Contracts will continue to be applicable as set forth in greater detail in the Plan (VI.F); (c) except as otherwise required by law, distributions with respect to an Allowed Claim will be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any (VI.G); (d) unless otherwise specifically provided for in the Plan, any other Definitive Document, the Combined Order, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest will not accrue or be paid on any Claims and no Holder of a Claim or Interest will be entitled to interest accruing on or after the Petition Date on any Claim (VI.H); and (e) payments of Cash made pursuant to the Plan will be in United States dollars and will be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction (VI.I); and except as otherwise provided in the Plan, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code) or applicable bankruptcy or non-bankruptcy law, or as may be agreed by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or prior to the Effective Date (whether pursuant to the Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan will constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action (VI.J).

#### **F. Procedures for Resolving Disputed, Contingent, and Unliquidated Claims or Interests**

Article VII.A (“*No Filings of Proofs of Claim*”) provides that, except as otherwise provided in the Plan, Holders of Claims will not be required to File a Proof of Claim, and except as provided in the Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Debtors intend to make distributions, as required by the Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors will constitute the amount of the Allowed Claim of such Holder, except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claim will be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors’ books and records with respect to the Allowed amount of such Holder’s Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder’s Claim, in which event the Claim will become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

The Plan further provides that all Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases will be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, will be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, will in all cases be determined by the Bankruptcy Court. **Except as otherwise provided therein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date will be disallowed and forever barred, estopped, and enjoined from assertion, and will not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

Article VII.B (“*Allowance and Disallowance of Claims*”) provides that, after the Effective Date, and except as otherwise provided in the Plan, the Reorganized Debtors will have and will retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but will not be required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code will be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Article VII.C (“*Claims Administration Responsibilities*”) provides that except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors will have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor will have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

**Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to by the end of such 120-day period will be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

**Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period will be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

The Plan further provides that, notwithstanding the foregoing, the Debtors and Reorganized Debtors will be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute will be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim will be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim will be preserved as if the Chapter 11 Cases had not been commenced.

Article VII.D (“*Adjustments to Claims or Interests Without Objection*”) provides that any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VII.E (“*Distributions After Allowance*”) provides that to the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) will be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors will provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

#### **G. Conditions Precedent to the Effective Date**

Article VIII of the Plan sets forth the conditions precedent to the Effective Date, and related matters. The conditions precedent set forth at Article VIII.A of the Plan (“*Conditions Precedent to the Effective Date*”) include:

1. The Transaction Support Agreement must be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period must have occurred and remain occurring, and the Transaction Support Agreement must not have been validly terminated before the Effective Date.
2. The DIP Facilities and all DIP Facilities Documents must be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period must have occurred and remain occurring, and the DIP Term Loan Facility must not have been validly terminated before the Effective Date.
3. Any non-technical and/or immaterial amendments, modifications or supplements to the Plan have been consented to by the Debtors and the Required Consenting Term Lenders.
4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, must have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court must have entered the Final DIP/Cash Collateral Order, and such order must be in a Final Order and shall remain in full force and effect.
6. The final version of the Plan Supplement must have been filed and all of the schedules, documents, and exhibits contained therein must be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and the Plan.
7. The Bankruptcy Court must have entered the Combined Order, which must be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and must not be subject to a stay, and the Plan must not have been amended, altered, or modified from the Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with the Plan and must:
  - a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
  - b. be in form and substantive acceptable to the Required DIP Term Lenders;
  - c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement;
  - d. decree that the provisions in the Combined Order and the Plan are nonseverable and mutually dependent;
  - e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under the Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by the Plan and the Plan Supplement, including the Management Incentive Plan;
  - f. authorize the implementation of the Plan in accordance with its terms; and
  - g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, will not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.
8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, must have been executed and/or effectuated, must be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and must be



consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein must have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors must have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods must have expired or been terminated.
10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions must have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods must have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.
11. No court of competent jurisdiction or other competent governmental or regulatory authority must have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.
12. The Debtors must have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval, or amounts sufficient to pay such fees and expenses after the Effective Date must have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.
13. The Restructuring Fees and Expenses must have been paid in full in Cash (subject to any order of the Bankruptcy Court).
14. The restructuring to be implemented on the Effective Date must be consistent with the Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.
15. There must not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there must not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of the Plan on the Effective Date:

1. The Existing Equity Interests must have been canceled and the New Equity Interests must have been issued by Reorganized Parent and distributed in accordance with the terms of the Plan.
2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in the Plan) must have been validly issued by Reorganized Parent, must be fully paid and

non-assessable, and must be free and clear of all taxes, Liens and other encumbrances, preemptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, must be or have been, as applicable, funded and closed and be in full force and effect.
4. The Releases set forth in the Plan must be in full force and effect.
5. The Debtors must have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors will complete the termination of registration of all Securities under sections 13 and 15(d) of the Securities Exchange Act of 1934 (the “*Exchange Act*”) such that the Reorganized Debtors will be a private company as soon as reasonably practicable after the Effective Date.

Article VIII.B (“*Waiver of Conditions*”) provides that, subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of the Plan set forth in Article VIII of the Plan may be waived by the Debtors, with the consent of the Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

Article VIII.C (“*Effect of Non-Occurrence of Conditions to the Effective Date*”) addresses the effect of non-occurrence of the Effective Date. It provides that if the Confirmation of the Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then the Plan will, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

Article VIII.D (“*Substantial Consummation*”) provides that “Substantial consummation” of the Plan, as defined in section 1102(2) of the Bankruptcy Code, will be deemed to occur on the Effective Date.

#### **H. Discharge, Release, Injunction, and Related Provisions**

Article IX of the Plan addresses releases, injunctions, exculpatory provisions and related provisions as follows: *Discharge of Claims and Termination of Interests* (IX.A); *Releases by the Debtors* (IX.B); *Releases by Holders of Claims and Interests* (IX.C); *Exculpation* (IX.D); and *Permanent Injunction* (IX.E).

**Article IX.C of the Plan contains a Third-Party Release by all Releasing Parties. Pursuant to Article IX.C of the Plan, the following are deemed to grant a Third-Party Release: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Loan Lender; (g) each Exit Facility Agent; (h) each lender under the**

Exit Facilities; (i) each Holder of a Claim or Interest in a Class that does not affirmatively elect to opt out of the Releases contained in the Plan or that does not (a) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (b) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (j) each Related Party of each Entity in clauses (a) through (i); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

## 1. Definitions Relating to Releases

The following definitions are important to understanding the scope of the releases being given under the Plan:

“**Exculpated Party**” means, each in its capacity as such, (a) each of the Debtors and (b) solely to the extent they are Estate fiduciaries, the Debtors’ Related Parties.

“**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Loan Lender; (i) each Exit Facility Agent; (j) each lender under the Exit Facilities; (k) each Releasing Party; and (l) each Related Party of each Entity in clauses (a) through (k); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

“**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Loan Lender; (g) each Exit Facility Agent; (h) each lender under the Exit Facilities; (i) each Holder of a Claim or Interest in a Class that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (a) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (b) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (j) each Related Party of each Entity in clauses (a) through (i); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

## 2. Releases, Exculpation and Injunction

### a. Releases by the Debtors (IX.B)

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each

Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors,

or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

*b. Releases by Holders of Claims or Interests (IX.C)*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

*c. Exculpation (IX.D)*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

*d. Permanent Injunction (IX.E)*

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently

enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

## VI.

### CAPITAL STRUCTURE AND CORPORATE GOVERNANCE OF REORGANIZED DEBTORS

#### A. Summary of Capital Structure of Reorganized Debtors

##### 1. Post-Emergence Capital Structure

The following table summarizes the capital structure of the Reorganized Debtors, including the post-Effective Date financing arrangements the Reorganized Debtors expect to enter into to fund their obligations under the Plan and provide for, among other things, their post-Effective Date working capital needs. This summary of the Reorganized Debtors' capital structure is qualified in its entirety by reference to the Plan and the relevant Definitive Documents.

| Instrument | Amount | Description |
|------------|--------|-------------|
|------------|--------|-------------|

|                 |               |   |
|-----------------|---------------|---|
| Exit ABL Loans  | \$140 million | Loans under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.   |
| Exit Term Loans | \$115 million | Term loans under the Exit Prepetition Term Loan Credit Agreement in an aggregate principal amount of \$115 (inclusive of fees payable in kind) (plus accrued interest) comprising converted DIP Term Loans in an aggregate principal amount of approximately \$40 million (plus premiums owed to the DIP Backstop Parties and approximately \$75 million of Prepetition Term Loan Obligations to be “rolled-up” into the DIP-to-Exit Term Loan Facility). |

## 2. Exit Facilities and Exit Facilities Documents

Article IV.G (“*Exit Facilities and Exit Facilities Documents*”) provides that, to the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan will be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors will execute and deliver the Exit Prepetition ABL Credit Agreement, the Exit Prepetition Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and will execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities will be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents will constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and will be deemed to have been extended, and all related payments made in connection therewith will have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, will not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and will not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents will: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and will not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non bankruptcy law. The Reorganized



Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection will occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents will not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

### **3. Issuance of New Equity Interests and Deregistration**

Article IV.H (“*Issuance of New Equity Interests and Deregistration*”) provides that, on the Effective Date, Reorganized Parent will issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of the Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under the Plan and the Combined Order will, when so issued, be duly authorized, validly issued, fully paid, and non-assessable.

The issuance and delivery of the New Equity Interests in accordance with the Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder’s share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an “accredited investor” as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

#### ***a. Absence of Listing / Transfer of New Equity Interests (IV.H.1)***

On the Effective Date, the Reorganized Parent will issue the New Equity Interests pursuant to the Plan and the New Organizational Documents. Reorganized Parent will not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with the Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions will be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New

Equity Interests will be the number of shares or membership interests designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests will be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

#### **4. Exemption from Registration Requirements**

Article IV.I (“*Exemption from Registration Requirements*”) provides that no registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under the Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III of the Plan and pursuant to the Combined Order will be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are “underwriters” as that term is defined in such section; (2) restrictions under the Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than the Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) will be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC will be required to accept and conclusively rely upon the Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries will fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan.

### **B. Corporate Governance and Management of the Reorganized Debtors**

#### **1. Debtors’ Organizational Matters**

Article IV.C (“*Corporate Existence*”) provides that, except as otherwise provided in the Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, will continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in

the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by the Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

The Plan further provides that, on or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

Article V.H ("**Indemnification Provisions and Reimbursement Obligations**") provides that, on and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth in the Plan, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Organizational Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

Article IV.J of the Plan ("**New Organizational Documents**") provides that, subject to Article IV.E of the Plan, the Reorganized Debtors and Reorganized Parent will enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of the Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors will be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent will file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent will be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

The Plan further provides, that, as a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity's or Person's receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) will be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons will be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

Article IV.O ("*Corporate Action*") provides that each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of the Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by the Plan will be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and the issuance of the Exit Facilities; (5) implementation of the Restructuring Transactions, and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, will be deemed to have occurred on, and will be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) will be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their

names or corporate form before the closing of the Chapter 11 Cases, the Debtors will change the case captions accordingly.

The authorizations, approvals and directives contemplated by Article IV.O of the Plan will be effective notwithstanding any requirements under non-bankruptcy law.

## **2. Directors and Officers of the Reorganized Debtors**

Article IV.M.1 (“*Reorganized Board*”) provides that, the members of the Reorganized Board will consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which will consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, will have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager will be deemed to have resigned or will otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent will serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

## **3. Senior Management**

Article IV.M.2 (“*Senior Management*”) provides that the existing officers of the Debtors as of the Effective Date will remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

## **4. Management Incentive Plan**

Article IV.M.3 (“*Management Incentive Plan*”) provides that, after the Effective Date, the Reorganized Board will adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) will be determined by the Reorganized Board in its sole discretion.

## **5. Directors and Officers Insurance Policies**

Article V.F (“*Directors and Officers Insurance Policies*”) provides that, on the Effective Date the Reorganized Debtors will be deemed to have assumed all of the Debtors’ D&O Insurance Policies (including any “tail coverage” and all agreements, documents, or instruments related thereto, including, without limitation, the six years of runoff or “tail” coverage for the D&O Insurance Policies which covers the period from March 11, 2023 to June 11, 2024 and for which all premiums and related obligations were paid in full prior to the date hereof) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the

Bankruptcy Court. Confirmation of the Plan will not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors will retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors will terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date will be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Insurance Policies, which will not be altered.

**VII.**  
**CONFIRMATION OF THE PLAN**

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that a plan is (A) accepted by all impaired classes of claims and interests entitled to vote or, if rejected or deemed rejected by an impaired class, that the plan “does not discriminate unfairly” and is “fair and equitable” as to such class; (B) in the “best interests” of the holders of claims and interests impaired under the plan; and (C) feasible.

**A. Combined Hearing**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Combined Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Combined Hearing, at any subsequent continued Combined Hearing or confirmation hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors’ Estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon all of the below parties.

| <b>Debtors</b>   | <b>Counsel to the Debtors</b>   |
|--|---|
| The Container Store Group, Inc.<br>500 Freeport Parkway<br>Coppell, TX 75019<br>Attn: Tasha Grinnell | Hunton Andrews Kurth LLP<br>600 Travis Street, Suite 4200<br>Houston, TX 77002<br>Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, and Philip M. Guffy |

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|  | <p>and</p> <p>Latham &amp; Watkins LLP<br/>1271 Avenue of the Americas<br/>New York, NY 10020<br/>Attn: George A. Davis and Hugh Murtagh</p> <p>and</p> <p>Latham &amp; Watkins LLP<br/>355 South Grand Avenue, Suite 100<br/>Los Angeles, CA 90071<br/>Attn: Ted A. Dillman</p>   |
| <b>United States Trustee</b>   | <b>Counsel to the Ad Hoc Group</b>   |
| <p>Office of the United States Trustee for the Southern District of Texas<br/>515 Rusk Street, Suite 3516<br/>Houston, TX 77002<br/>Attn: Ha Nguyen, Vianey Garza</p>  | <p>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch</p> <p>and</p> <p>Paul Hastings LLP<br/>600 Travis Street, Floor 58<br/>Houston, TX, 77002<br/>Attn: Schlea Thomas</p> <p>and</p> <p>Paul Hastings LLP<br/>2001 Ross Avenue, Suite 2700<br/>Dallas, TX 75201</p> |
| <b>Counsel to the DIP ABL Loan Agent</b>   | <b>Counsel to the DIP Term Loan Agents</b>   |
| <p>Rierner &amp; Braunstein LLP<br/>Times Square Tower<br/>Seven Times Square, Suite 2506<br/>New York, NY 10036<br/>Attn: Donald E. Rothman, Steven E. Fox</p> <p>and</p> <p>Frost Brown Todd LLP<br/>Rosewood Court<br/>2101 Cedar Springs Road, Suite 900<br/>Dallas, TX 750201<br/>Attn: Rebecca L. Matthews</p> | <p>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Alex Cota, Liz Loonam</p>  |

**B. Confirmation**

At the Combined Hearing, the Bankruptcy Court will determine whether the requirements of section 1129 of the Bankruptcy Code have been satisfied with respect to the Plan.

**1. Confirmation Requirements**

Confirmation of a chapter 11 plan under section 1129(a) of the Bankruptcy Code requires, among other things, that:

- the plan complies with the applicable provisions of the Bankruptcy Code;
- the proponent of the plan has complied with the applicable provisions of the Bankruptcy Code;
- the plan has been proposed in good faith and not by any means forbidden by law;
- any plan payment made or to be made by the proponent under the plan for services or for costs and expenses in, or in connection with, the chapter 11 case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the bankruptcy court as reasonable;
- the proponent has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in the plan with the debtor, or a successor to the debtor under the plan. The appointment to, or continuance in, such office by such individual must be consistent with the interests of creditors and equity security holders and with public policy and the proponent must have disclosed the identity of any insider that the reorganized debtor will employ or retain, and the nature of any compensation for such insider;
- with respect to each impaired class of claims or interests, either each holder of a claim or interest of such class has accepted the plan, or will receive or retain under the plan, on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated on such date under chapter 7 of the Bankruptcy Code;
- subject to the “cramdown” provisions of section 1129(b) of the Bankruptcy Code, each class of claims or interests has either accepted the plan or is not impaired under the plan;
- except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that allowed administrative expenses and priority claims will be paid in full on the effective date (except that holders of priority tax claims may receive deferred Cash payments of a value, as of the effective date of the plan, equal to the allowed amounts of such claims and that holders of priority tax claims may receive on account of such claims deferred Cash payments, over a period not exceeding five (5) years after the date of assessment of such claims, of a value, as of the effective date, equal to the allowed amount of such claims);



- if a class of claims is impaired, at least one (1) impaired class of claims has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim in such class; and
- confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

The Debtors believe that:

- the Plan satisfies all of the statutory requirements of chapter 11 of the Bankruptcy Code;
- the Debtors, as the proponents of the Plan, have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and
- the Plan has been proposed in good faith.

Set forth below is a summary of certain relevant statutory confirmation requirements.

*a. Acceptance*

Claims in Class 3 are Impaired under the Plan, and Holders thereof are entitled to vote to accept or reject the Plan; Claims in Classes 1, 2, and 4 are Unimpaired, and therefore Holders thereof are conclusively presumed to accept the Plan; Claims and Interests in Classes 5 and 8, respectively, are Impaired and will receive no distribution under the Plan, and therefore Holders thereof are conclusively deemed to reject the Plan; and Claims and Interests in Classes 6 and 7, respectively, will either be Unimpaired or Impaired, and Holders thereof will receive no distributions and will be conclusively deemed to accept or deemed to reject the Plan, as applicable.

With respect to any Class of Claims or Interests that rejects (or is deemed to reject) the Plan, the Debtors will be required to demonstrate that the Plan satisfies the requirements for nonconsensual confirmation under section 1129(b) of the Bankruptcy Code (which are discussed immediately below). While the Debtors believe the Plan satisfies such requirements with respect to all Classes of Claims and Interests that may reject the Plan, there can be no assurance that the Bankruptcy Court will determine that the Plan meets such requirements. The Debtors also will seek confirmation of the Plan over the objection of any individual holders of Claims who are members of an accepting Class.

*b. Unfair Discrimination and Fair and Equitable Test*

To obtain nonconsensual confirmation of a chapter 11 plan, it must be demonstrated to the Bankruptcy Court that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, non-accepting class. The Bankruptcy Code provides a non-exclusive definition of the phrase “fair and equitable” for, respectively, secured creditors, unsecured creditors and holders of equity interests. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the “absolute priority” rule, which requires that the dissenting class be paid in full before a junior class may receive anything under the plan.

A chapter 11 plan does not “discriminate unfairly” with respect to a non-accepting class if the value of the Cash and/or securities to be distributed to the non-accepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are similar to those of the

non-accepting class. The Debtors believe the Plan will not discriminate unfairly against any non-accepting Class.

*c. Feasibility; Financial Projections*

The Bankruptcy Code permits a plan to be confirmed only if confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the debtor or any successor to the debtor, unless such liquidation or reorganization is proposed in the plan. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and retain sufficient liquidity and capital resources to conduct their business. Under the terms of the Plan, the Allowed Claims potentially being paid in whole or in part in Cash are the Other Secured Claims and General Unsecured Claims.

In connection with developing the Plan, the Debtors have prepared detailed financial projections (the “*Financial Projections*”) set forth in Exhibit C hereto, which demonstrate, among other things, the financial feasibility of the Plan. The Financial Projections indicate, on a *pro forma* basis, that the projected level of Cash flow is sufficient to satisfy all of the Reorganized Debtors’ future debt and debt-related interest costs, capital expenditure, and other obligations during this period. Accordingly, the Debtors believe that confirmation of the Plan is not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors.

**THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, WERE REASONABLE WHEN PREPARED IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS. THE PROJECTIONS ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES AND ASSUMPTIONS, INCLUDING THOSE DESCRIBED BELOW UNDER SECTION IX. IN LIGHT OF THESE RISKS AND UNCERTAINTIES, ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THE FINANCIAL PROJECTIONS.**

The Debtors prepared the Financial Projections based upon certain assumptions that they believe to be reasonable under the circumstances. The Financial Projections have not been examined or compiled by independent accountants. Moreover, such information has not been prepared in accordance with accounting principles generally accepted in the United States (“*GAAP*”). The Debtors make no representation as to the accuracy of the Financial Projections or their ability to achieve the projected results. Many of the assumptions on which the Financial Projections are based are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved may vary from the projected results, and the variations may be material. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of the Plan.

**2. Best Interests Test**

The “best interests” test requires that the Bankruptcy Court find either:

- that all members of each impaired class have accepted the plan; or
- that each holder of an allowed claim or interest in each impaired class of claims or interests will receive or retain under the plan on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date.

To determine what the holders of Claims and Interests in each impaired Class would receive if the Debtors were liquidated under chapter 7 on the Effective Date, the Bankruptcy Court must determine the dollar amount that would have been generated from the liquidation of the Debtors' assets and properties in a liquidation under chapter 7 of the Bankruptcy Code.

To determine if the Plan is in the best interests of each impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors' assets and properties, after subtracting the amounts due to secured and priority creditors, must be compared with the value of the property offered to each such Class of Claims under the Plan.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors, the Debtors have determined that confirmation of the Plan will provide each Holder of an Allowed Claim with a recovery that is not less than such Holder would have received pursuant to the liquidation of the Debtors under chapter 7.

Moreover, the Debtors believe that the value of distributions to each Class of Allowed Claims in a chapter 7 case would be materially less than the value of distributions under the Plan, and any distribution in a chapter 7 case would not occur as expeditiously as contemplated by the Plan.

The Debtors, with the assistance of their financial advisor, FTI Consulting, Inc., and legal counsel, have prepared a liquidation analysis that summarizes the Debtors' best estimate of recoveries by Holders of Claims and Interests in the event of liquidation commencing on or around January 31, 2025 (the "*Liquidation Analysis*"), which is set forth in Exhibit D hereto. The Liquidation Analysis provides: (a) a summary of the liquidation values of the Debtors' assets, assuming a chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court would liquidate the assets of the Debtors' estates; and (b) the expected recoveries of Holders of Claims and Interests under the Plan.

The Liquidation Analysis contains a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis also is based on assumptions with regard to liquidation decisions that are subject to change and significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Accordingly, the values reflected might not be realized. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Liquidation Analysis is based in connection with their evaluation of the Plan.

### **C. Classification of Claims and Interests**

The Debtors believe that the Plan complies with the classification requirements of the Bankruptcy Code, which require that a chapter 11 plan place each claim and interest into a class with other claims or interests that are "substantially similar."

**D. Consummation**

The Plan will be consummated on the Effective Date. The Effective Date will occur on the first Business Day on which the conditions precedent to the effectiveness of the Plan (*see Section V.G* hereof and Article VIII of the Plan) have been satisfied or waived pursuant to the Plan. The Plan is to be implemented pursuant to its terms, consistent with the provisions of the Bankruptcy Code.

**E. Exemption from Certain Taxes and Fees**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, must comply with the requirements of section 1146(a) of the Bankruptcy Code, will forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

**F. Modification of Plan**

Subject to the terms of the Transaction Support Agreement and the limitations contained in the Plan, the Debtors or Reorganized Debtors reserve the right to, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify the Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify the Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court.

**G. Effect of Confirmation on Modifications**

Entry of the Combined Order will mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

**H. Revocation of Plan; Reservation of Rights If Effective Date Does Not Occur**

Subject to the conditions to the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw the Plan before the entry of the Combined Order

and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then (1) the Plan will be null and void in all respects, (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be deemed null and void, and (3) nothing contained in the Plan will: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of the Plan will remain paid and will not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

**I. Post-Confirmation Jurisdiction of the Bankruptcy Court**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth in the Plan or under applicable federal law, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- i. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- ii. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- iii. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;
- iv. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and the Combined Order;
- v. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- vi. adjudicate, decide, or resolve any and all matters related to Causes of Action;
- vii. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- viii. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

- ix. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;
- x. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- xi. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with the Plan or the Combined Order;
- xii. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan or the Combined Order;
- xiii. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- xiv. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;
- xv. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;
- xvi. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Combined Order, or the Disclosure Statement;
- xvii. enter an order or final decree concluding or closing the Chapter 11 Cases;
- xviii. adjudicate any and all disputes arising from or relating to distributions to Holder of Claims and Interests under the Plan;
- xix. consider any modification of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;
- xx. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
- xxi. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

- xxii. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- xxiii. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
- xxiv. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX of the Plan;
- xxv. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, and any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged pursuant to the Plan or for any other purpose;
- xxvi. enforce all orders previously entered by the Bankruptcy Court; and
- xxvii. hear any other matter not inconsistent with the Bankruptcy Code, the Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Article X of the Plan, the provisions of Article X will have no effect on and will not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in the Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, will be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, New Governance Documents, and New Stockholders Agreement will be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Facility Amendment will be governed by the jurisdictional provisions therein.

## **VIII.**

### **ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

The Debtors have determined that the Plan is the best alternative available for their successful emergence from chapter 11. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (A) continuation of the Chapter 11 Cases, which could lead to the filing of an alternative plan of reorganization and/or a sale of substantially all of the Debtors' assets; (B) a liquidation under chapter 7 of the Bankruptcy Code; or (C) dismissal of the Chapter 11 Cases, leaving Holders of Claims and Interests to pursue available non-bankruptcy remedies. These alternatives to the Plan are not likely to benefit Holders of Claims and Interests.

**A. Continuation of Chapter 11 Cases**

If the Plan is not confirmed, the Debtors (or, if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan or to sell all or substantially all of the Debtors' assets outside of a plan. Such a scenario might entail a reorganization and continuation of the Debtors' business or an orderly liquidation of their assets; in either case, the Debtors expect that recoveries to their stakeholders would be diminished relative to the recoveries available under the Plan.

**B. Liquidation under Chapter 7**

If no plan can be confirmed, then the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis set forth in Exhibit D hereto.

As demonstrated in the Liquidation Analysis, the Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases to cases under chapter 7, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

**C. Dismissal of Chapter 11 Cases.**

If the Chapter 11 Cases are dismissed, Holders of Claims or Interests would be free to pursue non-bankruptcy remedies in their attempts to satisfy Claims against or Interests in the Debtors. However, in that event, each Holder of Claims or Interests would be faced with the costs and difficulties of attempting to recover on an individual basis. Accordingly, the Debtors believe that the Plan will enable all creditors to realize the greatest possible recovery on their respective Claims with the least delay.

**IX.**

**RISK FACTORS TO CONSIDER BEFORE VOTING**

**BEFORE VOTING TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS ENTITLED TO VOTE SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, IN ADDITION TO THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, TOGETHER WITH ANY ATTACHMENTS, EXHIBITS, OR DOCUMENTS INCORPORATED BY REFERENCE HERETO. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION.**

**A. Certain Bankruptcy Law Considerations**

**1. General**

While the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the duration of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that



the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy proceedings to confirm the Plan could have an adverse effect on the Debtors' businesses. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers, vendors, suppliers and employees. The process will also involve additional expense and will divert some of the attention of the Debtors' management away from business operations.

**2. Risk of Non-Approval of the Disclosure Statement As Containing Adequate Information**

Because the Chapter 11 Cases have not yet been commenced, this Disclosure Statement has not, as of the date hereof, been approved by the Bankruptcy Court as containing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code. Upon filing, the Debtors will promptly seek entry of an order by the Bankruptcy Court approving this Disclosure Statement. While the Debtors believe that this Disclosure Statement provides "adequate information" within the meaning of section 1125(a), there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**3. Risk of Non-Confirmation of Plan**

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modification to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite acceptances to confirm the Plan, and even if the Voting Class voted in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejects (or is deemed to reject) the Plan, the Bankruptcy Court, which may exercise substantial discretion as a court of equity, may choose not to confirm the Plan. If the Plan is not confirmed, it is unclear what distributions Holders of Claims and Interests ultimately would receive with respect to their Claims and Interests in a subsequent plan of reorganization or otherwise.

**4. Non-Consensual Confirmation**

If any impaired class of claims or interests does not accept or is deemed not to accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements, but there can be no assurance that the Bankruptcy Court will reach the same conclusion and confirm the Plan on a non-consensual basis.

**5. Financial Projections**

The Debtors have prepared financial projections on a consolidated basis with respect to the Reorganized Debtors based on certain assumptions as set forth in Exhibit C hereto. The projections have not been compiled, audited, or examined by independent accountants, and neither the Debtors nor their advisors make any representations or warranties regarding the accuracy of the projections or the ability to achieve forecasted results.

Many of the assumptions underlying the projections are subject to significant uncertainties that are beyond the control of the Debtors or Reorganized Debtors, including the timing, confirmation, and consummation

of the Plan, consumer demands for the Reorganized Debtors' products, macroeconomic, political and other events that may affect the Reorganized Debtors' ability to maintain adequate amounts and array of inventory, inflation, and other unanticipated market and economic conditions. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic, and competitive risks, and the assumptions underlying the projections may be inaccurate in material respects.

#### **6. Risks Related to Parties in Interest Objecting to the Debtors' Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that a party in interest will not object or that the Bankruptcy Court will approve the classifications.

To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors would seek (a) to modify the Plan to provide for whatever classification might be required for Confirmation and (b) to use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member.

#### **7. Risks Related to Possible Objections to the Plan**

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

#### **8. Releases, Injunctions, and Exculpation Provisions May Not Be Approved**

Article IX of the Plan provides for certain releases, injunctions, and exculpations for claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

**9. Risk of Non-Occurrence of Effective Date**

Although the Debtors believe that the Effective Date will occur on the timeline envisaged by the Transaction Support Agreement, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article VIII of the Plan, then the Combined Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all Holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

**10. Risks of Termination of the Transaction Support Agreement**

The Transaction Support Agreement contains certain provisions that give the parties thereto the ability to terminate such agreement upon the occurrence or non-occurrence of certain events, including failure to achieve certain milestones in these Chapter 11 Cases. Termination of the Transaction Support Agreement could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, employees, and customers.

**11. Conversion into Chapter 7 Cases**

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of Holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code.

**12. Risks of Non-Dischargeability of Claims**

Certain creditors may have taken or may take the position their claims are non-dischargeable. Such creditors may make such allegations at any time, notwithstanding the existence of deadlines established by the Bankruptcy Rules or applicable Bankruptcy Court order, entry of the Combined Order, or the occurrence of the Effective Date. Such assertions of non-dischargeability could result in denial of Confirmation, changes to the Plan, or, if asserted after occurrence of the Effective Date, the Reorganized Debtors being required to honor such claims.

**13. Amendment of Plan Prior to Confirmation by Debtors**

The Debtors, subject to the terms and conditions of the Plan and the terms of the Transaction Support Agreement, reserve the right to modify the terms and conditions of the Plan or waive any conditions thereto if and to the extent necessary or desirable for Confirmation. The potential impact of any such amendment or waiver on Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes.

**14. Pending and Future Litigation**

The Debtors are involved in various litigation, claims, and other proceedings, including proceedings relating to the conduct of our business and employee relations, which so long as they remain unresolved represent a legal issue and potential Claims for monetary damages. Additionally, there is a risk of future litigation. Pending litigation or future litigation could result in a material judgment against the Debtors or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Debtors or the Reorganized Debtors.

## **B. Risks Relating to the Capital Structure of the Reorganized Debtors**

### **1. Variances from Financial Projections**

The Financial Projections set forth in Exhibit C hereto reflect numerous assumptions, which involve significant levels of judgment and estimation concerning the anticipated future performance of the Reorganized Debtors, as well as assumptions with respect to the prevailing market, economic, political and competitive conditions, which are beyond the control of the Reorganized Debtors, and which may not materialize. Any significant differences in actual future results versus estimates used to prepare the Financial Projections, such as lower sales, lower pricing, increased promotional activity, increases in merchandise costs, supply chain and/or distribution network disruptions, increases in fuel prices affecting shipping costs, changes in prevailing tariff rates, failure to manage inventory at appropriate levels, asset impairments, technological changes, litigation, workforce disruptions, negative publicity or competition could result in significant differences from the Financial Projections. The Debtors believe that the assumptions underlying the Financial Projections are reasonable. However, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the Debtors' and the Reorganized Debtors' ability to initiate the endeavors, execute on the strategic initiatives and meet the financial benchmarks contemplated by the Plan. Therefore, the actual results achieved throughout the period covered by the Financial Projections necessarily will vary from the projected results, and these variations may be material and adverse.

In addition, if the Debtors emerge from chapter 11, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt "fresh start" accounting in accordance with Accounting Standards Codification 852 ("Reorganizations"), in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends. The Financial Projections contained in Exhibit C hereto do not currently reflect the impact of fresh start accounting, which may have a material impact on the Financial Projections.

### **2. Leverage**

Although the Reorganized Debtors will have less indebtedness than the Debtors, the Reorganized Debtors will still have a significant amount of secured indebtedness. On the Effective Date, after giving effect to the transactions contemplated by the Plan, the Reorganized Debtors will have approximately \$198 million in secured funded indebtedness.

The degree to which the Reorganized Debtors will be leveraged could have important consequences, placing the Reorganized Debtors at a competitive disadvantage to other, less leveraged competitors, because, among other things: it could affect the Reorganized Debtors' ability to satisfy their obligations under their indebtedness following the Effective Date; a portion of the Reorganized Debtors' cash flow from operations will be used for debt service under the Plan and therefore will be unavailable to support operations or for working capital, capital expenditures, expansion, acquisitions or general corporate or other purposes; the Reorganized Debtors' ability to refinance their then-existing debt, obtain additional debt financing or equity financing, or pursue mergers, acquisitions and asset sales, on terms acceptable to them or at all, may be limited and their costs of borrowing may be increased; as a result of their significant indebtedness, the Reorganized Debtors may be more vulnerable to economic downturns and their ability to withstand competitive pressures may be limited; and the Reorganized Debtors' operational flexibility in planning for, or reacting to, changes, opportunities and challenges in their businesses, including changes in

the market sector in which they compete, changes in their business and strategic opportunities, and adverse developments in their operations, may be severely limited.

### **3. Ability to Service Debt**

Although the Reorganized Debtors will have less indebtedness than the Debtors, the Reorganized Debtors will still have significant interest expense and principal repayment obligations. The Reorganized Debtors' ability to make payments on and to refinance their debt will depend on their future financial and operating performance and their ability to generate cash in the future. This, to a certain extent, is subject to general economic, business, financial, competitive, legislative, regulatory and other factors that are beyond the control of the Reorganized Debtors.

Although the Debtors believe the Plan is feasible, there can be no assurance that the Reorganized Debtors will be able to generate sufficient cash flow from operations or that sufficient future borrowings will be available to pay off the Reorganized Debtors' debt obligations. The Reorganized Debtors may need to refinance all or a portion of their debt on or before maturity; however, there can be no assurance that the Reorganized Debtors will be able to refinance any of their debt on commercially reasonable terms or at all.

If the Reorganized Debtors' cash flows and capital resources are insufficient to fund their debt service obligations and other cash requirements, the Reorganized Debtors could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to sell assets or operations, seek additional capital or restructure or refinance their indebtedness and settlement obligations. The Reorganized Debtors may not be able to effect any such alternative measures, if necessary, on commercially reasonable terms or at all and, even if successful, such alternative actions may not allow the Reorganized Debtors to meet their scheduled debt service obligations and settlement obligations. The agreements governing the Reorganized Debtors' indebtedness at emergence are expected to (a) have terms and conditions that restrict their ability to dispose of assets and the use of proceeds from any such dispositions and (b) restrict their ability to raise debt capital.

The Reorganized Debtors' inability to generate sufficient cash flows to satisfy their debt obligations, or to refinance their indebtedness on commercially reasonable terms or at all, would materially and adversely affect their financial position and results of operations.

If the Reorganized Debtors cannot make scheduled payments on their debt, an event of default may result. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

### **4. Obligations Under Exit Facilities Documents**

The Reorganized Debtors' obligations under the Exit Facilities Documents are expected to be secured by liens on substantially all of the assets of the Reorganized Debtors (subject to certain exclusions set forth therein). If the Reorganized Debtors become insolvent or are liquidated, or if there is a default under certain financing agreements, including, but not limited to, the Exit Facilities Documents, and payment on any obligation thereunder is accelerated, the lenders under and holders of the Exit Facilities would be entitled, subject to the applicable intercreditor agreements and other applicable credit documents, to exercise the remedies available to a secured lender under applicable law, including foreclosure on the collateral that is pledged to secure the indebtedness thereunder, and they would have a claim on the assets securing the

obligations under the applicable facility that would be superior to any claim of the holders of unsecured debt.

## **5. Restrictive Covenants**

The financing agreements governing the Reorganized Debtors' indebtedness are expected to contain various covenants that may limit the discretion of the Reorganized Debtors' management by restricting the Reorganized Debtors' ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, make investments, consummate certain asset sales, enter into certain transactions with affiliates, merge, consolidate and sell or dispose of all or substantially all of their assets. As a result of these covenants, the Reorganized Debtors will be limited in the manner in which they conduct their business and may be unable to engage in favorable business activities or finance future operations or capital needs.

Any failure to comply with the restrictions of the financing agreements may result in an event of default. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

As a result of these restrictions, the Reorganized Debtors may be limited in how they conduct their business, unable to raise additional debt or equity financing to operate during general economic or business downturns, unable to respond to changing circumstances or to pursue business strategies and unable to compete effectively, execute their growth strategy or take advantage of new business opportunities.

## **6. Additional Financing**

The Reorganized Debtors may be able to incur substantial additional indebtedness in the future. Although agreements governing the Reorganized Debtors' indebtedness are expected to restrict the incurrence of additional indebtedness, these restrictions are and will be subject to a number of qualifications and exceptions and the additional indebtedness incurred in compliance with these restrictions could be substantial. If new debt is added to the Reorganized Debtors' current debt levels, the related risks that the Debtors now face could intensify.

Moreover, the Reorganized Debtors may need to seek additional financing for general corporate purposes. For example, they may need funds to make acquisitions or for capital expenditures needed to remain competitive in their market sector. The Reorganized Debtors may be unable to obtain any desired additional financing on terms that are favorable or acceptable to them, including as a result of their debt levels or if there is a decline in the demand for their products or in the solvency of their customers, vendors or suppliers or other significantly unfavorable changes in economic conditions occur. Depending on market conditions, adequate funds may not be available to the Reorganized Debtors on acceptable terms or at all, and they may be unable to fund expansion, successfully develop or enhance products, or respond to competitive pressures, any of which could have a material adverse effect on the Reorganized Debtors' competitive position, business, financial condition, results of operations, and cash flows.

## **7. Potential Dilution**

The ownership percentage represented by the New Equity Interests distributed under the Plan as of the Effective Date will be subject to dilution from the equity issued in connection with the Management Incentive Plan. In the future, similar to all companies, additional equity financings or other equity issuances

by Reorganized Debtors could adversely affect the value of the New Equity Interests. The amount and dilutive effect of any of the foregoing could be material.

**8. Interests Subordinated to the Reorganized Debtors' Indebtedness**

In any subsequent liquidation, dissolution, or winding up of Reorganized Debtors, the New Equity Interests would rank below all debt claims against Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of Reorganized Debtors until after all applicable holders of debt have been paid in full.

**9. Estimated Valuations of the Debtors and the New Equity Interests Are Not Intended to Represent Potential Market Values**

The Debtors' estimated recoveries set forth in this Disclosure Statement are not intended to represent the market value of the Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including, among others: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships.

**10. Dividends**

The Reorganized Debtors may not pay any dividends on the New Equity Interests. In such circumstances, the success of an investment in the New Equity Interests will depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain its initial value.

**11. Restrictions on Ability to Resell New Equity Interests**

Holders of securities issued pursuant to the exemption from registration under section 1145 of the Bankruptcy Code who are deemed to be "underwriters" under section 1145(b) of the Bankruptcy Code ("**Section 1145 Underwriters**") will be subject to resale restrictions. Even if a trading market develops for the New Equity Interests, Section 1145 Underwriters should be aware that they may be required to bear the financial risk of an investment in the New Equity Interests for an indefinite period of time. For further discussion, see Section X ("Securities Law Matters") of this Disclosure Statement.

**12. The New Equity Interests of Reorganized Parent Will Not Be Listed on a Securities Exchange and the Debtors Do Not Expect It to Be Quoted on the OTC Market at the Effective Date.**

The Reorganized Parent will not seek to have the New Equity Interests listed on a national securities exchange following the Effective Date. The Debtors also expect that the New Equity Interests will not be quoted on the OTC market at the Effective Date. There also will be transfer restrictions applicable to the New Equity Interests under the New Stockholders Agreement for holders that are a party thereto. The New Equity Interests are expected to be issued through a transfer agent and are not expected to be eligible for settlement through DTC, and, as a result, the New Equity Interests would not be able to be held in street name and would only be held in certificated or registered form, and trading in the New Equity Interests may require additional administrative steps. As a result, the Debtors expect that there will not be an active

trading market for the Reorganized Parent's New Equity Interests and there may be limited liquidity for them, which could have a negative impact on their market price. Holders of the New Equity Interests may have difficulty selling or transferring any New Equity Interests that may be owned at the Effective Date or may be purchased later. In addition, the number of investors willing to hold or acquire the New Equity Interests may be reduced, to the extent there is a market for the New Equity Interests, the trading price of the New Equity Interests may be depressed, Reorganized Parent may receive decreased news and analyst coverage, and Reorganized Parent may be limited in its ability to issue additional securities or obtain additional equity financing in the future on terms acceptable to it, or at all.

Even if an active trading market develops for the New Equity Interests, the market price for shares of the New Equity Interests may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume of the New Equity Interests may fluctuate and cause significant price variations to occur. Volatility in the market price or trading volume of the New Equity Interests may prevent investors from being able to sell it at or above the price they paid to acquire shares of the New Equity Interests, or at all.

**13. The Terms of the New Stockholders Agreement May Include Provisions That Are Unfavorable to Minority Shareholders.**

The New Stockholders Agreement will be included in the Plan Supplement. Although the general terms of the New Stockholders Agreement are described herein, the form of New Stockholders Agreement has not been negotiated, and may include provisions that are unfavorable to minority shareholders.

**14. A Majority of the Holders of the Prepetition Term Loan Claims Prefer That Reorganized Parent Not Be Subject to Exchange Act Reporting Obligations. If Reorganized Parent Ceases to be Subject to Exchange Act Reporting Obligations, Holders of Reorganized Parent's Securities Would Be Subject to the Risks of an Investment in a Private Company (Within the Meaning of U.S. Practice) Rather Than a U.S. Public Reporting Company.**

There is currently no public market for the New Equity Interests and there can be no assurance as to the development or liquidity of any market for such securities. The Reorganized Parent does not plan to list the New Equity Interests on any securities exchange. Therefore, there can be no assurance that the securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors, including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtors. Accordingly, holders of the securities may bear certain risks associated with holding securities for an indefinite period of time.

The Debtors currently expect that, as of the Effective Date, Reorganized Parent initially will remain subject to Exchange Act reporting obligations. However, Holders of a majority of the Prepetition Term Loan Claims have informed the Company that they desire for Reorganized Parent to not be subject to ongoing reporting obligations under the Exchange Act. To suspend reporting obligations under the Exchange Act, among other requirements, Reorganized Parent would need to deregister its Common Stock under Section 12(g) and Section 15(d) of the Exchange Act, following a determination in accordance with SEC rules that such equity is held by less than 300 stockholders of record. Any decision of whether to deregister the Common Stock under the Exchange Act and suspend filing Exchange Act reports, and the manner and timing of doing so, would be made by the Reorganized Board, and would be subject to their fiduciary duties and applicable law, including U.S. securities laws. There can be no assurance as to whether or when the Reorganized Board may make such a decision or how it would be implemented. If the Reorganized Parent



suspends filing reports under the Exchange Act, public information regarding the Reorganized Parent may not be readily available. Accordingly, the liquidity, market for and trading value of the New Equity Interests and other securities of Reorganized Parent may be negatively impacted.

In the event the Common Stock is deregistered and Reorganized Parent suspends filing reports under the Exchange Act, holders of Reorganized Parent's securities would be subject to the risks of an investment in a private company (within the meaning of U.S. practice) rather than a U.S. public reporting company. Upon any deregistration of the Common Stock, Reorganized Parent's duty to file periodic reports with the SEC would be suspended, which would result in a substantial decrease in required public disclosure by Reorganized Parent about its operations and prospects for so long as Reorganized Parent is not filing such reports. Reorganized Parent would also be relieved of the obligation to comply with the requirements of the proxy rules under Section 14 of the Exchange Act. The suspension of Reorganized Parent's reporting obligations under the Exchange Act would likely further reduce any limited trading market and liquidity for the New Equity Interests and may negatively impact the value of, and ability to sell, such shares. In addition, shareholders may not be able to rely on Rule 144 under the Securities Act to sell their shares of New Equity Interests in the absence of current public information about the Reorganized Parent, which would limit the trading in the New Equity Interests. Shareholders also could be adversely affected by a reduction in Reorganized Parent's "public float" (*i.e.*, the number of shares owned by outside shareholders and available for trading in the securities markets). In addition, Reorganized Parent might also have substantially less access to capital markets and be severely limited in its ability to use equity to effect acquisitions as a non-reporting company.

**C. Risks Relating to the Debtors' Business Operations and Financial Conditions**

**THE FOLLOWING PROVIDES A SUMMARY OF CERTAIN OF THE RISKS ASSOCIATED WITH THE DEBTORS' BUSINESSES. HOWEVER, THIS SECTION IS NOT INTENDED TO BE EXHAUSTIVE. ADDITIONAL RISK FACTORS CONCERNING THE DEBTORS' BUSINESSES ARE CONTAINED IN THE DEBTORS' PREVIOUSLY-FILED ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED MARCH 30, 2024 AND SUBSEQUENT QUARTERLY REPORTS ON FORM 10-Q.**

**1. The Debtors' Chapter 11 Cases May Negatively Impact Future Operations.**

While the Debtors believe that they will be able to emerge from chapter 11 relatively expeditiously, there can be no assurance as to timing for approval of the Plan or the Debtors' emergence from chapter 11. Additionally, notwithstanding the support of the signatories to the Transaction Support Agreement, certain such parties may have limited experience in dealing with chapter 11 debtors, which could affect the Debtors' relationships with such parties, and, in particular, the Chapter 11 Cases may adversely affect the Debtors' ability to maintain relationships with existing customers and suppliers and attract new customers.

**2. Macroeconomic Conditions Could Affect Supply and Demand.**

The Debtors' business operations have historically been, and the Reorganized Debtors' business operations may in the future be, materially affected by adverse conditions in the financial markets and depressed economic conditions generally, both in the United States and elsewhere around the world.

Moreover, the Debtors' suppliers rely on access to credit to adequately fund their own operations, and the Debtors' customers' buying habits vary according to the market conditions and access to discretionary income. Disruptions in financial markets and economic slowdown may adversely impact both (a) the ability of the Reorganized Debtors' suppliers to finance their operations, which could increase the Reorganized Debtors' merchandise costs and reduce their ability to accurately forecast future demand

trends, and (b) the ability of the Reorganized Debtors' customers' to purchase goods from the Reorganized Debtors, which could decrease market elasticity. Particularly in combination, these conditions could result in decreased relative and absolute margins for the Reorganized Debtors.

### **3. Supply Chain Issues Could Adversely Affect Operations.**

*Foreign Imports and Trade Regulations.* Political or financial instability, trade restrictions, tariffs, currency exchange rates, labor conditions, congestion and labor issues at major ports, transport capacity and costs, systems issues, problems in third party distribution and warehousing and other interruptions of the supply chain, compliance with U.S. and foreign laws and regulations, and other factors relating to international trade and imported merchandise beyond the Company's control could affect the availability and the price of inventory. Given that the Company sources the majority of its merchandise from outside the United States, these risks and other factors relating to foreign trade could subject the Company to liability or hinder its ability to access suitable merchandise on acceptable terms, which could adversely impact results of operations. Similarly, rising costs, changes in applicable federal, state, or local regulations and laws, and other disruptions to the domestic labor and/or shipping industries (either specific to the Company or at an industry-wide level) could adversely affect the Company's ability to source merchandise from domestic vendors and transport and ship merchandise and orders around the United States. In addition, developments in tax policy, such as the disallowance of tax deductions for imported merchandise, or the imposition of tariffs on imported merchandise, could have a material adverse effect on the Company's results of operations and liquidity.

*Dependence on Third-Party Transportation Providers.* The Debtors rely on independent third-party transportation providers for product shipments, including shipments to and from stores. This reliance subjects the Debtors to risks such as increased shipping costs, employee strikes, inclement weather, and health epidemics or pandemics, which may affect the ability of shipping companies to meet delivery needs. Any change in shipping companies could result in logistical difficulties, adversely affecting deliveries and incurring additional costs.

*Risks Associated with Foreign Manufacturing.* The Debtors' dependence on foreign imports makes them vulnerable to risks associated with products manufactured abroad, including damage, destruction, or confiscation of products in transit, additional import duties, and geopolitical unrest. Compliance lapses by manufacturers could lead to investigations and potential penalties, negatively affecting the Debtors' business and operating results.

*Vulnerability to Natural Disasters and Unexpected Events.* The Debtors' facilities and systems, as well as those of vendors, are vulnerable to natural disasters and other unexpected events. Such events could result in damage, interruptions in business, and potential loss of customers and revenues. Material disruptions at manufacturing facilities could negatively impact production, customer deliveries, and financial results.

*Product Recalls and Liability.* The Debtors are subject to regulations by various authorities, including the Consumer Product Safety Commission. Non-compliance with product safety requirements or consumer protection laws by vendors could damage the Debtors' reputation and lead to increased litigation. Product recalls could result in substantial costs and a decrease in merchandise offerings, adversely affecting sales.

*Distribution Risks.* The Debtors' business depends on the successful operation of manufacturing facilities and distribution centers to fulfill orders and deliver merchandise. Any significant interruption in operations due to unforeseen causes could delay or impair the ability to distribute merchandise, resulting in lower sales, loss of brand loyalty, and excess inventory, materially affecting the Debtors' business, financial condition, and results of operations.

**4. Difficulties with Vendors May Negatively Impact Future Operations.**

*Vendor Relationships and Merchandise Acquisition.* The Debtors' ability to obtain merchandise on a timely basis at competitive prices could suffer due to any deterioration or change in vendor relationships or events adversely affecting vendors or their ability to secure financing. The Debtors generally transact business on an order-by-order basis without contractual assurances of continued supply, pricing, or access to new products. Any vendor could discontinue supplying desired products in sufficient quantities for various reasons. If the Debtors are unable to acquire suitable merchandise in sufficient quantities, at acceptable prices, and with adequate delivery times due to the loss or deterioration of key vendor relationships, it may adversely affect their business and results of operations.

*Impact of External Factors on Vendor Relationships.* The benefits the Debtors currently experience from vendor relationships could be adversely affected if vendors discontinue selling merchandise, enter into exclusivity arrangements with competitors, or sell similar merchandise to competitors at similar or better pricing. Additionally, changes in payment terms, such as requiring payment on delivery or upfront, could impact the Debtors' liquidity. The Debtors have historically established relationships with small- to mid-size vendors, which may be more vulnerable to adverse market and economic events, potentially impairing the ability to obtain merchandise in sufficient quantities.

The Reorganized Debtors' potential inability to acquire suitable products in the future or failure to replace any one or more vendors may have a material adverse effect on their business, results of operations, and financial condition. In addition, any significant change in the payment terms that the Reorganized Debtors have with their suppliers could adversely affect their liquidity.

**5. Landlord Relationships and Future Lease Negotiations May Adversely Affect the Debtors' Business.**

All of the Debtors' brick-and-mortar stores are located in leased premises. Accordingly, the Debtors' business may be adversely affected in the event that the Debtors' relationships with landlords deteriorates as a result of the Chapter 11 Cases or as a result of universal rising rents. If future lease negotiations lead to terms that are unduly costly or otherwise change significantly in a manner that increases the Reorganized Debtors' responsibilities under their leases, the Reorganized Debtors' liquidity may be adversely affected and the Reorganized Debtors' ability to maintain all of their stores may be limited.

**6. The Loss of One or More of Reorganized Debtors' Key Personnel Could Disrupt Operations and Adversely Affect Financial Results.**

The Debtors are, and the Reorganized Debtors will be, highly dependent upon the availability and performance of their executive officers and other core employees. Accordingly, the loss of services of any of the Debtors' executive officers or other core employees could materially and adversely affect the Reorganized Debtors' business, financial condition and operating results.

**7. Regulatory and Other Consumer Data Protection Measures Could Adversely Affect the Debtors' Business.**

Efficient and uninterrupted operation of the Debtors' order-taking and fulfillment operations are critical to the successful operation of their online business and marketing programs, as well as the Debtors' ability to provide a positive shopping experience at their brick-and-mortar stores. In furtherance of these operations and to improve the shopping experience, the Debtors collect, maintain, and use data provided to through online activities and customer interactions. The Debtors' ability to store and use this data is subject to certain contractual restrictions in third-party contracts as well as evolving international, federal, and state

privacy, data protection, and data security laws and enforcement trends. The Debtors are also subject to the Payment Card Industry Data Security Standards (“*PCI-DSS*”), as mandated by credit card brands used by their customers. Failure to meet the PCI-DSS requirements could result in the Debtors’ inability to accept credit cards as a method of payment, which may adversely affect the Debtors’ reputation and/or brand value and ability to sell products to consumers. While Debtors strive to be in constant compliance with applicable law, they are not able to predict all changes in these laws and enforcement practices. Maintaining such compliance could at any time become costly or time consuming for their management, which in turn could adversely affect business performance. Further, any inadvertent failure to comply with applicable law could result in proceedings by governmental entities or others, subsequent fines or defense costs, and reputational harm, all which may negatively impact the Debtors’ business operations.

**8. Cybersecurity Attacks and Disruptions to Information Systems Could Adversely Affect the Debtors’ Business.**

In the ordinary course of business, the Debtors have relied, and the Reorganized Debtors will continue to rely, upon information systems, some of which are managed by third parties, to process, transmit and store digital information, and to manage or support a variety of business processes and activities, including supply chain, manufacturing, distribution, invoicing, and collection of payments from customers. The secure operation of such systems and the processing and maintenance of this information is critical to business operations and strategy. Despite actions to mitigate or eliminate risk, the Reorganized Debtors’ information systems may be vulnerable to damage, disruptions or shutdowns due to the activity of hackers, employee error or malfeasance, or other disruptions, including power outages, telecommunication or utility failures, natural disasters, or other catastrophic events. The occurrence of any of these events could compromise the Reorganized Debtors’ information systems, and the information stored there (including customer information) could be accessed, publicly disclosed, lost, or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disruption of operations, and damage to the Reorganized Debtors’ reputation, all of which could adversely affect their business, financial condition and results of operations.

**9. The Debtors’ Businesses May Face Risks Related to Indemnifications Under Certain Executory Contracts.**

The Plan provides for the assumption of Indemnification Provisions, with which the Reorganized Debtors may be required to comply after the Effective Date, at cost to the Debtors’ business.

**10. Certain Tax Consequences of Restructuring**

The potential U.S. federal income tax consequences of the Restructuring to the Debtors and Holders of Claims and Interests (including the ownership and disposition of consideration to be received pursuant to the Restructuring) are complex and, in certain instances, subject to uncertainty. Such Holders should carefully review the materials in “Certain U.S. Income Tax Consequences of the Plan” and independently consult with their tax advisors regarding the Restructuring.

**D. Additional Factors**

**1. The Debtors Could Withdraw the Plan.**

Subject to, and without prejudice to, the rights of any party in interest, the Plan may be revoked or withdrawn by the Debtors before the Confirmation Date.

**2. The Debtors Have No Duty to Update.**

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. Additionally, the Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

**3. No Representations Outside This Disclosure Statement Are Authorized.**

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

**4. No Legal or Tax Advice Is Provided by This Disclosure Statement.**

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult its own legal counsel and accountant as to legal, tax, and other matters concerning its Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

**5. No Admission Made**

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

**X.**

**SECURITIES LAW MATTERS**

The Debtors believe that any offers of New Equity Interests that may be deemed to be made before the Petition Date, including in connection with the solicitation of votes on the Plan, will be exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2), Regulation D, and/or Regulation S promulgated thereunder. Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under Section 5 of the Securities Act. Regulation D and Regulation S are non-exclusive safe harbors from registration promulgated by the SEC under the Securities Act.

**A. Issuance of 1145 Securities**

The Plan provides for the offer, issuance, sale or distribution of shares of New Equity Interests to the Holders of Allowed DIP Claims and Prepetition Term Loan Claims. The Debtors believe that the offer, issuance, sale or distribution by Reorganized Parent of New Equity Interests, as distributions, among others, on the Allowed DIP Claims and Prepetition Term Loan Claims (the “*1145 Securities*”) will be exempt from registration under section 5 of the Securities Act and under any state or local laws requiring registration for offer or sale of a security pursuant to section 1145(a) of the Bankruptcy Code, except with respect to an entity that is an underwriter as defined in section 1145(b) of the Bankruptcy Code (see below).

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (a) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (b) the securities must be in exchange for a claim against, an interest in, or a claim for an administrative expense in the case concerning, the debtor or such affiliate; and (c) the securities must be issued entirely in exchange for such a claim or interest, or “principally” in exchange for such claim or interest and “partly” for cash or property.

The issuance of the New Equity Interests under the Plan on account of Allowed DIP Claims and Prepetition Term Loan Claims satisfies the requirements of section 1145(a)(1) of the Bankruptcy Code.

The exemptions of section 1145(a)(1) do not apply to an entity that is deemed an “underwriter” as such term is defined in section 1145(b) of the Bankruptcy Code.

Section 1145(b)(1) of the Bankruptcy Code defines an “underwriter” as one who, except with respect to “ordinary trading transactions” of an entity that is not an “issuer”: (a) purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest (“accumulators”); (b) offers to sell securities offered or sold under a plan for the holders of such securities (“distributors”); (c) offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is (i) with a view to distributing such securities and (ii) under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and (d) is an “issuer” (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

The definition of an “issuer” for purposes of whether a person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code includes Persons directly or indirectly controlling, controlled by or under direct or indirect common control with the issuer. “Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. Such Persons are referred to as “affiliates” of the issuer. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be an issuer for these purposes and therefore an underwriter. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who receives ten percent or more of a class of securities of a reorganized debtor may be presumed to be in a relationship of “control” with the reorganized debtor and, therefore, an underwriter, although the staff of the SEC has not taken a position on this view.

## **B. Subsequent Transfers of 1145 Securities**

Section 1145(c) of the Bankruptcy Code provides that securities issued pursuant to section 1145(a) are deemed to have been issued in a public offering. In general, therefore, resales of and subsequent transactions in the 1145 Securities will be exempt from registration under the Securities Act pursuant to section 4(a)(1) of the Securities Act, unless the holder thereof is deemed to be an “issuer,” an “underwriter,” or a “dealer” with respect to such securities. A “dealer,” as defined in section 2(a)(12) of the Securities Act, is any person who engages either for all or part of his or her time, directly or indirectly, as agent, broker or principal, in the business of offering, buying, selling or otherwise dealing or trading in securities issued by another person.

Notwithstanding the provisions of section 1145(b) regarding accumulators and distributors referred to above, the staff of the SEC has taken the position that resales of securities distributed under a plan of reorganization by accumulators and distributors of securities who are not affiliates of the issuer of such

securities are exempt from registration under the Securities Act if effected in “ordinary trading transactions.” The staff of the SEC has indicated in this context that a transaction by such non-affiliates may be considered an “ordinary trading transaction” if it is made on a national securities exchange or in the over-the-counter market and does not involve any of the following factors:

- (a) (i) concerted action by the recipients of securities issued under a plan in connection with the sale of such securities or (ii) concerted action by distributors on behalf of one or more such recipients in connection with such sales;
- (b) the use of informational documents concerning the offering of the securities prepared or used to assist in the resale of such securities, other than a Bankruptcy Court-approved disclosure statement and supplements thereto, and documents filed with the SEC pursuant to the Exchange Act; or
- (c) the payment of special compensation to brokers and dealers in connection with the sale of such securities designed as a special incentive to the resale of such securities (other than the compensation that would be paid pursuant to arm’s-length negotiations between a seller and a broker or dealer, each acting unilaterally, not greater than the compensation that would be paid for a routine similar-sized sale of similar securities of a similar issuer).

The staff of the SEC has not provided any guidance for privately arranged trades. The views of the staff of the SEC on these matters have not been sought by the Debtors and, therefore, no assurance can be given regarding the proper application of the “ordinary trading transaction” exemption described above. Any persons intending to rely on such exemption is urged to consult their counsel as to the applicability thereof to their circumstances.

To the extent that Persons who receive 1145 Securities pursuant to the Plan are deemed to be underwriters (and who do not qualify for the treatment of “ordinary trading transactions” described above), resales by such Persons of 1145 Securities would not be exempted from registration under the Securities Act or other applicable laws by reason of section 1145 of the Bankruptcy Code and section 4(a)(1) of the Securities Act. However, Persons deemed to be underwriters may be permitted to resell such 1145 Securities without registration pursuant to the limited safe harbor resale provisions of Rule 144 promulgated under the Securities Act or another available exemption under the Securities Act.

Generally, Rule 144 of the Securities Act permits the public sale of securities if certain conditions are met, including a required holding period, certain current public information regarding the issuer being available, and compliance with applicable volume, manner of sale and notice requirements. If the issuer is not subject to the reporting requirements of section 13 or 15(d) of the Exchange Act, adequate current public information as specified under Rule 144 is available if certain company information is made publicly available, as specified in section (c)(2) of Rule 144. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to terminate the registration of all Securities under sections 13 and 15(d) of the Exchange Act and continue as a private company, and therefore there can be no assurance that current public information as specified in Rule 144 will be available. The staff of the SEC has taken the position that Persons who are deemed to be underwriters solely because they are affiliates of a reorganized debtor are not subject to the holding period requirements of Rule 144. Accordingly, affiliates of Reorganized Parent that receive 1145 Securities under the Plan may resell those securities following the Effective Date in reliance on Rule 144, subject to certain current public information regarding the issuer being available, and compliance with the applicable volume, manner of sale and notice requirements.

Whether or not any particular Person would be deemed to be an “underwriter” with respect to the 1145 Securities or any other security to be issued pursuant to the Plan depends upon various facts and

circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving 1145 Securities or any other securities under the Plan would be considered an “underwriter” under section 1145(b) of the Bankruptcy Code with respect to such securities, or whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

The Reorganized Debtors do not intend to cause the New Equity Interests to be eligible for book-entry treatment under the facilities of the Depository Trust Company (“*DTC*”). Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, *DTC*) will be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan under applicable securities laws, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for *DTC* book-entry delivery, settlement, and depository services.

## XI.

### CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion is a summary of certain material U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain holders of Claims. The following summary does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired, deemed to accept or reject the Plan, or otherwise entitled to payment in full in Cash under the Plan. In addition, except in limited circumstances with respect to the Participation Right (as defined below), including the DIP Equity Premium, DIP Facilities, and the First-Out Exit Term Loans and the Second-Out Exit Term Loans, this discussion does not address any consideration that is received on account of a person’s capacity other than as a holder of such Claims, that is not described in Article III.B of the Plan. Accordingly, this discussion does not include the tax considerations relating to the receipt of the DIP Put Option Premium and the Commitment Premium.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “*Tax Code*”), regulations promulgated by the United States Department of the Treasury under the Tax Code (the “*Treasury Regulations*”), judicial authorities, published positions of the Internal Revenue Service (“*IRS*”), and other applicable authorities, all as in effect on the date of this Disclosure Statement, and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS or any other taxing authority with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. Accordingly, there can be no assurance that the IRS would not assert, or that a court would not sustain, a contrary position as to the U.S. federal income tax consequences described herein.

This summary does not address non-U.S., state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances, including the impact of the Medicare contribution tax on net investment income and any alternative minimum tax, or to a holder that may be subject to special tax rules (such as persons who are related to any Debtor within the meaning of one of various provisions of the Tax Code; broker-dealers; banks; mutual funds; insurance companies; financial institutions; small business investment companies; real estate investment trusts; regulated investment companies; tax-exempt organizations; trusts; governmental authorities or agencies; dealers and traders in securities; retirement plans; individual retirement and other tax-deferred accounts; holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes; persons whose functional currency is not the U.S. dollar; dealers in foreign currency; holders who hold Claims as part of a straddle, hedge, conversion transaction or other integrated investment; holders using a mark-to-market method of



accounting; holders of Claims who are themselves in bankruptcy; and holders who are accrual method taxpayers that report income on an “applicable financial statement”). In addition, this discussion does not address U.S. federal taxes other than income taxes.

Furthermore, this discussion assumes that the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form and that, except where otherwise indicated, the Claims are held as “capital assets” (generally, property held for investment) within the meaning of section 1221 of the Tax Code.

The Debtors currently contemplate, and the following discussion also assumes, that the receipt by a Holder of New Equity Interests will be treated for U.S. federal income tax purposes as though the Holder received Equity Interests in Parent and then immediately exchanged such Equity Interests for the New Equity Interests.

**THE FOLLOWING SUMMARY OF CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON A HOLDER’S INDIVIDUAL CIRCUMSTANCES. EACH HOLDER OF A CLAIM IS URGED TO CONSULT ITS TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL, NON-U.S., AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.**

**A. Consequences to Debtors**

For U.S. federal income tax purposes, Parent is the common parent of an affiliated group of corporations that files a consolidated U.S. federal income tax return (the “*TCS Group*”). Parent owns all of the stock of Debtor TCS, the borrower on the Term Loans. Debtor TCS owns, directly and indirectly, U.S. and foreign subsidiaries. As of the tax year ending March 30, 2024, the Debtors have carryforwards of federal disallowed business interest expense of approximately \$17 million (“*Suspended Interest Carryforwards*”) and certain other tax attributes and expect to generate net operating losses (“*NOLs*”) and other tax attributes in the current tax year ending March 29, 2025 (collectively, the “*Tax Attributes*”). The amount of such Tax Attributes remains subject to further analysis of the Debtors and potentially audit and adjustment by the IRS.

**1. Cancellation of Debt**

In general, absent an exception, a debtor will realize and recognize cancellation of debt (“*COD*”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied over (b) the sum of (i) the amount of cash paid, (ii) the “issue price” of any debt issued, and (iii) the fair market value of any other consideration (including equity of a debtor or a party related to such debtor) given in satisfaction, or as part of the discharge, of such indebtedness at the time of the exchange. However, COD income should not arise to the extent that payment of the indebtedness would have given rise to a deduction. The Plan provides that holders of Term Loan Claims will receive New Equity Interests in exchange for their Claims, so the amount of COD income for the TCS Group will depend, in part, on the fair market value of the New Equity Interests. In addition, as discussed below in “*Ownership and Disposition of Exit Term Loans—Issue Price*,” the issue price of the investment unit (consisting of the New Equity Interests (including those comprising the DIP Equity Premium), the First-Out Loans and the Second-Out Loans) to be issued in satisfaction of the Term Loan Claims is uncertain at this time. Accordingly, the estimated amount of COD income is uncertain at this time.

Under section 108 of the Tax Code, a taxpayer is not required to include COD in gross income (i) if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding or (ii) to the extent that the taxpayer is insolvent immediately before the discharge. As a consequence of such an exclusion, a debtor generally must reduce its tax attributes by the amount of COD income that it excluded from gross income. In general, such tax attributes are reduced in the following order: (a) NOLs; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the taxpayer remains subject immediately after the cancellation of indebtedness); (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. Alternatively, a taxpayer with excluded COD may elect first to reduce the basis of its depreciable assets (a “**Section 108(b)(5) Election**”), in which case the limitation described in (e) does not apply to the reduction in basis of depreciable property and, following such reduction, any remaining COD income that is excluded from gross income reduces any remaining tax attributes in the order specified in the prior sentence. The reduction of the taxpayer’s tax attributes occurs at the end of the tax year for which the excluded COD income is realized, but only after the taxpayer’s net income or loss for the taxable year of the debt discharge has been determined; in this way, the attribute reduction is generally effective as of the start of the taxable year following the discharge. If the amount of excluded COD income exceeds available tax attributes, the excess generally is not subject to U.S. federal income tax. Where a taxpayer joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that certain tax attributes of other members of the group also be reduced.

In connection with the implementation of the Plan, the Debtors expect to realize a substantial amount of excluded COD income for U.S. federal income tax purposes. The Debtors have not yet determined whether to make a Section 108(b)(5) Election and expect that, if no Section 108(b)(5) Election is made, all or substantially all of their U.S. federal NOLs would be reduced as well as a portion of their asset tax basis (including basis in the stock of certain subsidiaries) as a result of the COD attribute reduction arising in connection with the Plan.

## 2. Limitation on NOLs and Other Tax Attributes

Following the Effective Date, any NOLs, carryforwards of disallowed business interest expense and certain other Tax Attributes, if any, allocable to tax periods or portions thereof ending on or prior to the Effective Date (collectively, “**Pre-Change Losses**”) or built-in losses may be subject to certain limitations under sections 382 and 383 of the Tax Code. Any such limitations apply in addition to, and not in lieu of, the attribute reduction that results from the exclusion of COD income arising in connection with the Plan.

If a corporation or consolidated group undergoes an “ownership change” as defined under section 382 of the Tax Code, the amount of its “pre-change losses” that may be utilized to offset future taxable income generally is subject to an annual limitation. In general, an “ownership change” occurs if the percentage of the value of the loss corporation’s stock owned by one or more direct or indirect “5-percent shareholders” increases by more than fifty percentage points over the lowest percentage of value owned by the 5-percent shareholders at any time during the applicable testing period. The testing period generally is the shorter of (a) the three-year period preceding the testing date and (b) the period of time since the most recent ownership change of the corporation. The Debtors anticipate that the distribution of the New Equity Interests pursuant to the Plan will result in an ownership change of the Reorganized Debtors for these purposes, and that the Reorganized Debtors’ use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of sections 382 and 383 of the Tax Code applies.

***a. General Annual Limitation***

In general, the amount of the annual limitation to which a corporation or consolidated group that undergoes an ownership change would be subject is equal to the product of (a) the fair market value of the stock of the corporation (or parent of the consolidated group) immediately before the ownership change (with certain adjustments) and (b) the “long-term tax-exempt rate” (which is the highest of the adjusted federal long-term rates in effect for any month in the three-calendar-month period ending with the calendar month in which the ownership change occurs, *e.g.*, 3.43% for ownership changes occurring in January 2025). For a corporation or consolidated group in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, unless the special exception described below applies, the annual limitation is generally determined by reference to the fair market value of the stock of the corporation (or the parent of the consolidated group) immediately after (rather than before) the ownership change and after giving effect to the discharge of creditors’ claims, subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the assets of the corporation. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

Under certain circumstances, the annual limitation otherwise computed may be increased if the corporation or consolidated group has an overall built-in gain in its assets at the time of the ownership change. If a loss corporation (as defined in section 382(k)(1) of the Tax Code) or consolidated group has such “net unrealized built-in gain” at the time of an ownership change (taking into account most assets and items of “built-in” income, gain, loss, and deduction), any built-in gains recognized (or, according to a currently effective IRS notice, treated as recognized) during the following sixty-month period (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year of such recognition, such that the loss corporation or consolidated group would be permitted to use its pre-change losses against such built-in gain income in addition to its otherwise applicable annual limitation. Alternatively, if a loss corporation or consolidated group has a “net unrealized built-in loss” at the time of an ownership change, then any built-in losses existing at such time that are recognized (including, but not limited to, amortization or depreciation deductions attributable to such built-in losses) during the sixty-month period following the ownership change (up to the amount of the original net unrealized built-in loss) will be treated as pre-change losses, the deductibility of which will be subject to the annual limitation. In general, the net unrealized built-in gain or loss will be deemed to be zero unless it is greater than the lesser of (a) \$10 million or (b) 15% of the fair market value of the corporation’s or consolidated group’s assets (with certain adjustments) before the ownership change. The Debtors currently expect that the TCS Group will have a net unrealized built-in loss as of the Effective Date.

If the corporation or consolidated group does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s pre-change losses (absent any increases due to recognized built-in gains). Currently, the Debtors anticipate that all or substantially all of their NOLs generated in the current tax year will be eliminated as a result of the COD attribute reduction arising in connection with the consummation of the Plan. In addition, Section 382 of the Tax Code is expected to materially restrict the subsequent utilization of other Tax Attributes after the Effective Date, including Suspended Interest Carryforwards and recognized built-in losses.

***b. Special Bankruptcy Exception***

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies when, among other requirements, so-called “qualified creditors” and shareholders of a debtor corporation in chapter 11 receive, in respect of their claims or equity interests, respectively, at least fifty

percent of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan. Instead, the debtor's Pre-Change Losses are reduced by the amount of any interest deductions with respect to debt converted into stock in the bankruptcy reorganization that were allowed in the three full taxable years preceding the taxable year in which the ownership change occurs and in the part of the taxable year prior to and including the date of the ownership change attributable to the bankruptcy reorganization (the "*Plan Ownership Change*"). However, if any pre-change Tax Attributes and built-in losses of the debtor already are subject to an annual usage limitation under Section 382 of the Tax Code at the time of an ownership change subject to Section 382(l)(5) of the Tax Code, those pre-change Tax Attributes and built-in losses generally will continue to be subject to such limitation.

A qualified creditor is any creditor who has held the debt of the debtor for at least eighteen months prior to the petition date or who has held "ordinary course indebtedness" that has been owned at all times by such creditor. A creditor who does not become a direct or indirect five percent shareholder of the reorganized debtor generally may be treated by the debtor as having always held any debt owned immediately before the ownership change, unless the creditor's participation in formulating the plan of reorganization makes evident to the debtor that the creditor has not owned the debt for the requisite period.

A debtor may elect not to apply Section 382(l)(5) of the Tax Code to an ownership change that otherwise satisfies its requirements. This election must be made on the debtor's federal income tax return for the taxable year in which the ownership change occurs. If Section 382(l)(5) of the Tax Code applies to an ownership change (and the debtor does not elect out), any subsequent ownership change of the debtor within the two-year period following the date of the Plan Ownership Change will result in the debtor being unable to use any pre-change losses in any taxable year ending after such subsequent ownership change to offset future taxable income.

If an ownership change pursuant to a bankruptcy plan does not satisfy the requirements of Section 382(l)(5) of the Tax Code, or if a debtor elects not to apply Section 382(l)(5) of the Tax Code, the debtor would be subject to the rules discussed above under "*—General Annual Limitation.*" The Debtors have not determined whether they qualify for, or whether they will elect not to apply, the exception under section 382(l)(5) of the Tax Code in connection with the Plan.

## **B. Consequences to Holders of Claims**

Except as otherwise discussed herein, the summary below generally assumes that holders of the applicable Claims will, each as a class, vote to accept the Plan. As used herein, the term "U.S. Holder" means a beneficial owner of Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more United States persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable

Treasury Regulations to be treated as a United States person.

A “Non-U.S. Holder” is a beneficial owner of Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right that is neither a U.S. Holder nor an entity classified as a partnership for U.S. federal income tax purposes.

If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds such Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right, the tax treatment of a partner in such partnership generally will depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner-level. Each U.S. Holder that is a partnership or a partner in a partnership holding any of such instruments should consult its tax advisor.

## 1. Integrated Transaction Treatment

In accordance with the Transaction Support Agreement and in connection with the implementation of the Plan, each holder of a Term Loan Claim was provided the right to provide its allocable share of funding for the First-Out DIP Term Loans, and then, among other things, receive the Second-Out DIP Term Loans and ultimately receive the Exit Term Loans and DIP Equity Premium (such right, the “*Participation Right*”). The DIP Term Loans will automatically convert, respectively, into the Exit Term Loans pursuant to the Plan. While not free from doubt, the Debtors currently intend to take the position, and the remainder of this summary assumes (unless otherwise indicated), that the automatic conversion of the First-Out DIP Term Loans to the First-Out Exit Term Loans, on the one hand, and the automatic conversion of the Second-Out DIP Term Loans to the Second-Out Exit Term Loans, on the other hand, do not result in a sale or exchange of property for U.S. federal income tax purposes. Accordingly, the First-Out DIP Term Loans and First-Out Exit Term Loans (collectively, the “*First-Out Loans*”), and the Second-Out DIP Loans and Second-Out Exit Term Loans (collectively, the “*Second-Out Loans*”), shall each be treated as a single instrument for U.S. federal income tax purposes. Any value attributable to the Second-Out Loans and New Equity Interests received upon the exercise of the Participation Right or, alternatively, the receipt of the Participation Right itself, may be considered for tax purposes as value received by such holders of Term Loan Claims as a partial recovery on such Claims under the Plan. While the Debtors have not yet determined whether any such treatment is appropriate, the remainder of this summary assumes (unless otherwise indicated) that the receipt and exercise of the Participation Right is treated for U.S. federal income tax purposes as part of an integrated transaction pursuant to which (A) investment units composed of (i) New Equity Interests (including those comprising the DIP Equity Premium), and (ii) DIP Term Loans/Exit Term Loans (as defined below) are acquired directly in exchange for (B) (i) satisfaction of holders’ Term Loan Claims and (ii) the amount of cash used to fund the First-Out DIP Term Loans that are converted into the First-Out Exit Term Loans pursuant to the Plan. Other characterizations are possible, including that the receipt and exercise of the Participation Right may be treated as the receipt and exercise of an option to acquire the New Equity Interests comprising the DIP Equity Premium. **The Debtors intend to make publicly available IRS Form 8937 that will provide the holders of Term Loan Claims with additional information with respect to the Debtors intended tax reporting as to the foregoing transactions. Each holder of Term Loan Claims is strongly urged to consult its own tax advisers regarding the treatment of the Participation Right and the related transactions.**

## 2. U.S. Holders of Term Loan Claims

### a. Recognition of Gain or Loss

In accordance with the integrated transaction approach discussed above, a holder of Allowed Term Loan Claims will be deemed to receive (i) New Equity Interests or (ii) DIP Term Loans/Exit Term Loans and

New Equity Interests (including those comprising the DIP Equity Premium), in satisfaction of its Claims. Under applicable Treasury Regulations, the modification of the terms of a debt instrument (including pursuant to an exchange of a new debt instrument for the existing debt instrument) generally is a significant modification if, based on all of the facts and circumstances and taking into account all modifications of the debt instrument, the legal rights or obligations that are altered and the degree to which they are altered is “economically significant.” A modification that changes the timing of payments due under a debt instrument is a significant modification if it results in a material deferral of scheduled payments. However, a deferral of one or more scheduled payments is not a material deferral if it is within a safe-harbor period beginning on the original due date of the first scheduled payment that is deferred and extending for a period equal to the lesser of five years and fifty percent of the original term of the instrument. A change in the yield of a debt instrument is a significant modification if the yield of the modified instrument (as computed under the applicable Treasury Regulations) varies from the annual yield of the unmodified instrument (determined as of the date of the modification) by more than the greater of (i) 0.25% or (ii) 5% of the annual yield of the unmodified instrument.

The Debtors currently expect that the Restructuring Transaction Steps Memorandum (which will be filed with the Plan Supplement) will provide that Reorganized Parent will contribute the New Equity Interests (including those comprising the DIP Equity Premium) to Debtor TCS and, immediately thereafter, Debtor TCS will distribute the New Equity Interests pursuant to the Plan (or Debtor TCS may further contribute the New Equity Interests to a newly-formed wholly-owned limited liability company that will initially be disregarded for U.S. federal income tax purposes, and equity interests in such limited liability company would be distributed pursuant to the Plan). Based on applicable Treasury Regulations, the Debtors expect, and the remainder of this discussion assumes, that such a transaction should be viewed, for U.S. federal income tax purposes, as an exchange of (i) such Claims for (ii) the DIP Term Loans/Exit Term Loans and New Equity Interests (including those comprising the DIP Equity Premium).

Each U.S. Holder of Term Loan Claims should generally realize gain or loss in an amount equal to the difference, if any, between (i) the sum of the (A) issue price of the DIP Term Loans/Exit Term Loans and fair market values of the New Equity Interests, including those comprising the DIP Equity Premium (for those holders of Term Loan Claims that do exercise the Participation Right) or (B) fair market value of the New Equity Interests (for those holders of Term Loan Claims that do not exercise the Participation Right) and (ii) the sum of the U.S. Holder’s adjusted tax basis in the Claims and, for those Term Loan Claims holders that exercise the Participation Right, the amount of cash used to fund the First-Out Loans exchanged therefor. Whether a U.S. Holder of Allowed Term Loan Claims will recognize any such realized gain or loss will depend on whether the receipt of (A) the DIP Term Loans/Exit Term Loans and New Equity Interests, including those comprising the DIP Equity Premium, (in the case of a Holder that exercises the Participation Right) or (B) the New Equity Interests (in the case of a Holder that does not exercise the Participation Right) in exchange for such Claims constitutes a taxable exchange or a tax-deferred (or partially tax-deferred) exchange for such Holder, which will, in part, depend on whether the Claims surrendered in the exchange, and the DIP Term Loans/Exit Term Loans received therefor, constitute “securities” for U.S. federal income tax purposes.

The term “security” is not defined in the Tax Code or in the Treasury Regulations issued thereunder and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a “security” depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk and whether a continuing proprietary interest is intended or not. One of the most significant factors considered in determining whether a particular debt obligation is a security is its original term. In general, debt obligations issued with a weighted average maturity at issuance of less than five (5) years do not constitute securities, whereas debt obligations with a weighted average maturity at issuance of ten (10) years or more constitute securities. Based on the foregoing, and although not free from doubt, the DIP Term Loans/Exit Term Loans are not

expected to constitute securities. Each holder of a Term Loan Claims is urged to consult its tax advisor regarding the appropriate status for U.S. federal income tax purposes of such Claims. The remainder of this discussion assumes that holders of Term Loans Claims will exchange such claims in a taxable exchange.

If the exchange of Allowed Term Loan Claims constitutes a taxable transaction to a U.S. Holder, such U.S. Holder should recognize all realized gain or loss, will have a tax basis in the DIP Term Loans/Exit Term Loans equal to the issue price (determined as described below) of such instruments for U.S. federal income tax purposes and will have a tax basis in the New Equity Interests equal to their fair market value, and the holding period in the DIP Term Loans/Exit Term Loans and New Equity Interests will commence on the day following the Effective Date.

For a discussion as to the possible recognition of accrued interest income and original issue discount (“*OID*”) in connection with an exchange of Allowed Term Loan Claims and related tax basis and holding period considerations, see “— *Distributions with Respect to Accrued but Unpaid Interest or OID*” below.

***b. Treatment of the Participation Right***

Because the Participation Right was made available to each holder of Term Loan Claims in accordance with the Transaction Support Agreement and in connection with the implementation of the Plan, the Debtors and the DIP Term Lenders have agreed, pursuant to the Transaction Support Agreement, to treat, for U.S. federal income tax purposes, any value attributable to the receipt of the New Equity Interests deemed received upon the exercise of the Participation Right, or the Participation Right itself, as a recovery on such Claims under the Plan.

***c. Ownership and Disposition of Exit Term Loans***

***i. Issue Price***

Where U.S. Holders receive debt instruments and also receive other property in an exchange (such as an exchange of an old debt instrument for a new debt instrument and stock), the “investment unit” rules may apply to the determination of the issue price for any such debt instrument. U.S. Holders of Term Loan Claims will be deemed to receive, in satisfaction of their Claims, either property (New Equity Interests) or debt instruments (the DIP Term Loans/Exit Term Loans) as well as other property (New Equity Interests, including those comprising the DIP Equity Premium) pursuant to the Plan. Accordingly, the investment unit rules are expected to apply to determine the issue price of the DIP Term Loans/Exit Term Loans. The issue price of such Loans will depend, in part, on the issue price of the investment unit and the respective fair market values of the elements of consideration that compose the investment unit. The issue price of an investment unit is generally determined in the same manner as the issue price of a debt instrument and depends, in part, on whether the Term Loan Claims are “publicly traded.”

For this purpose, instruments will generally be considered to be publicly traded if, at any time during the thirty-one (31)-day period ending fifteen (15) days after the relevant issue date, the applicable instruments are traded on an “established market.” Instruments are generally considered to trade on an established market if: (i) there is a price for an executed purchase or sale of the applicable instruments that is reasonably available within a reasonable period of time after the sale, (ii) there is at least one price quote for the applicable instruments from at least one reasonably identifiable broker, dealer or pricing service, which price quote is substantially the same as the price for which the person receiving the quoted price could purchase or sell the applicable instruments (a “firm quote”), or (iii) there is at least one (1) price quote for the applicable instruments, other than a firm quote, available from at least one (1) such broker, dealer, or pricing service. The Debtors expect, and the reminder of this summary assumes, that the investment units will not qualify as “publicly traded.”

If the investment unit is not treated as publicly traded, but the Term Loan Claims are treated as publicly traded, then the issue price of the investment unit will be determined based on the fair value of the Term Loan Claims and the amount of cash used to fund the First-Out Loans. While not entirely clear, if neither the investment units nor the Term Loan Claims are treated as publicly traded, the issue price of the DIP Term Loans/Exit Term Loans will generally be the principal amount of such Loans. Such issue price determined for the investment unit under the above rules is allocated among the elements of consideration comprising the investment unit (i.e., the DIP Term Loans/Exit Term Loans and New Equity Interests) based on their relative fair market values, with such allocation determining the issue price of the First-Out Loans and the Second-Out Loans. There is significant uncertainty as to the application of the investment unit rules and the determination of the issue price of the DIP Term Loans/Exit Term Loans, including, among other things, whether the First-Out Loans could be treated as issued for an amount of cash equal to their principal amount and whether Equity Interests, other than those comprising the DIP Equity Premium, issued to a holder of Term Loan Claims that exercises its Participation Right should also be accounted for in such determination.

The Debtors anticipate publicly disclosing issue price information with respect to the DIP Term Loans/Exit Term Loans on IRS Form 8937 following the Effective Date. An issuer's allocation of the issue price of an investment unit is binding on all Holders of the investment unit unless a U.S. Holder explicitly discloses a different allocation on a timely filed income tax return for the taxable year that includes the acquisition date of the investment unit.

#### ii. Contingent Payment Debt Instruments

With respect to the DIP Term Loans/Exit Term Loans, Debtor TCS will have the right for a period of time, the length of which will depend on whether an EBITDA-based threshold is met (with respect to the First-Out Loans) or the option (with respect to the Second-Out Loans) to pay some or all interest in-kind (the "*PIK Toggle*"). The PIK Toggle implicates the provisions of the Treasury Regulations applicable to such instruments (the "*CPDI Regulations*").

If the DIP Term Loans/Exit Term Loans have an issue price that does not equal their principal amount, such Loans could be treated as contingent payment debt instruments ("*CPDIs*") subject to the CPDI Regulations. If the DIP Term Loans/Exit Term Loans are treated as CPDIs, the application of the CPDI Regulations depends in part on whether such DIP Term Loans/Exit Term Loans are treated as received in exchange for (i) publicly traded property or (ii) non-publicly traded property (as discussed above in—"*Issue Price*"), such that for (i), the "noncontingent bond method" would apply, and for (ii), the DIP Term Loans/Exit Term Loans would be divided into two separate components, one consisting of contingent payments and the other consisting of noncontingent payments.

#### iii. Noncontingent Bond Method

If any DIP Term Loans/Exit Term Loan is treated as a CPDI and subject to the noncontingent bond method, a U.S. Holder must accrue an amount of ordinary interest income on the applicable DIP Term Loan/Exit Term Loan, as OID for U.S. federal income tax purposes, for each accrual period prior to and including the maturity date of the DIP Term Loan/Exit Term Loan, regardless of whether the U.S. Holder uses the cash or accrual method of tax accounting. Accordingly, U.S. Holders may be required to include interest in taxable income in each year in excess of any interest payments actually received in that year. The amount required to be accrued equals the sum of the daily portions of OID with respect to the applicable DIP Term Loans/Exit Term Loan for each day during the taxable year or portion of a taxable year on which the U.S. Holder holds the DIP Term Loan/Exit Term Loan, adjusted if necessary, as described below. In general, the daily portion of OID on an DIP Term Loan/Exit Term Loan would be (1) the product of (i) the "adjusted issue price" (as defined below) of the DIP Term Loan/Exit Term Loan as of the beginning of the accrual



period, and (ii) the comparable yield (as defined below) of the DIP Term Loans/Exit Term Loans, adjusted for the length of the accrual period, divided by (2) the number of days in the accrual period.

The “*adjusted issue price*” of an DIP Term Loan/Exit Term Loan is its issue price (as described above) increased by any interest income previously accrued in accordance with the CPDI Regulations, determined without regard to any adjustments to interest accruals described below, and decreased by the projected amount of any payments (in accordance with the projected payment schedule described below) previously made with respect to the DIP Term Loans/Exit Term Loans. The term “*comparable yield*” means the annual yield that Debtor TCS would pay, as of the issue date, on a fixed rate nonconvertible debt security with no contingent payments, but with terms and conditions otherwise comparable to those of the DIP Term Loans/Exit Term Loans. The manner in which Debtor TCS should determine the comparable yield is not entirely clear under the CPDI Regulations.

If the DIP Term Loans/Exit Term Loans are treated as CPDIs, the CPDI Regulations require that Debtor TCS provide to Holders of the DIP Term Loans/Exit Term Loans, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments (the “*projected payment schedule*”). These payments as scheduled must produce a total return on the DIP Term Loans/Exit Term Loans that is equal to the comparable yield. The projected payment schedule would include each noncontingent payment and an amount potentially for each contingent payment as determined under the CPDI Regulations. U.S. Holders generally must use the comparable yield and projected payment schedule in determining their interest accruals, and the adjustments thereto described below, in respect of the DIP Term Loans/Exit Term Loans.

If, during any taxable year, a U.S. Holder receives actual contingent payments with respect to the DIP Term Loans/Exit Term Loans that in aggregate exceed the total amount of projected contingent payments for that taxable year, then, under the CPDI Regulations, the U.S. Holder will have a “*net positive adjustment*” equal to the amount of such excess. The U.S. Holder will treat the net positive adjustment as additional interest income.

If a U.S. Holder receives in a taxable year actual contingent payment with respect to the DIP Term Loans/Exit Term Loans that in the aggregate are less than the amount of projected contingent payments for that taxable year, then, under the CPDI Regulations, the U.S. Holder will have a “*net negative adjustment*” equal to the amount of such deficit. This adjustment will (a) reduce the U.S. Holder’s interest income on the DIP Term Loans/Exit Term Loans for that taxable year, and (b) to the extent of any remaining amount after the application of clause (a), give rise to an ordinary loss to the extent of the U.S. Holder’s interest income on the DIP Term Loans/Exit Term Loans during prior taxable years, reduced to the extent that such interest income was offset by prior net negative adjustments. Any negative adjustment in excess of the amount described in clauses (a) and (b) will be carried forward, as a negative adjustment, to offset future interest income in respect of the DIP Term Loans/Exit Term Loans or to reduce the amount realized on a sale, exchange, retirement, redemption or other taxable disposition of the DIP Term Loans/Exit Term Loans.

A U.S. Holder will generally recognize gain or loss upon the sale, exchange, retirement, redemption or other taxable disposition of a DIP Term Loan/Exit Term Loan equal to the difference, if any, between the amount realized on such a taxable disposition (reduced by any negative adjustments carried forward) and the adjusted tax basis in the DIP Term Loan/Exit Term Loan. A U.S. Holder’s adjusted tax basis in a DIP Term Loan/Exit Term Loan will generally be increased by any interest previously included in gross income with respect to the DIP Term Loan/Exit Term Loan (determined without regard to any adjustment to interest accruals described above) and decreased by the amount of any noncontingent payment and the projected amount of any contingent payment previously made on the Loan to the U.S. Holder. Gain recognized upon a sale, exchange, retirement, redemption or other taxable disposition of a DIP Term Loan/Exit Term Loan generally will be treated as ordinary interest income, and any loss generally will be treated as ordinary loss

to the extent of interest on the DIP Term Loan/Exit Term Loan previously included in income (reduced by the total amount of any net negative adjustments previously taken into account as ordinary losses) and thereafter as capital loss (which will be long-term if the DIP Term Loan/Exit Term Loan has been held for more than one year). The deductibility of capital losses is subject to limitations.

Special rules will apply if there are no remaining contingent payments to be made on the DIP Term Loan/Exit Term Loans, if the amount of a contingent payment on an DIP Term Loan/Exit Term Loan becomes fixed more than six months prior to the due date of the payment, or if, at any time, all remaining contingencies with respect to payments on the DIP Term Loan/Exit Term Loans have a remote likelihood of occurring or not occurring or are incidental in amount.

iv. Division into Contingent and Noncontingent Components

If the applicable DIP Term Loan/Exit Term Loans are not treated as “publicly traded” and treated as issued in exchange for nonpublicly traded property, the CPDI Regulations may require that each DIP Term Loan/Exit Term Loan be separated into its contingent component (the “*Contingent Component*”) and its non-contingent component (the “*Noncontingent Component*”). The Noncontingent Component will be subject to the OID rules for noncontingent debt instruments described below, while payments on the Contingent Component will be accounted for when made, with a portion of each such payment treated as principal and the remainder treated as interest.

U.S. Holders of such DIP Term Loan/Exit Term Loans will initially have an adjusted basis in the Noncontingent Component equal to its issue price, and an adjusted basis in the Contingent Component equal to the fair market value of the Contingent Component. The issue price of the Noncontingent Component of a debt instrument is generally the lesser of (i) the noncontingent principal payments and (ii) the sum of the present values of the noncontingent payments contained in the Noncontingent Component due under the instrument.

The Noncontingent Component of the DIP Term Loan/Exit Term Loans should be treated as being issued with OID in an amount equal to the difference between (i) the sum of all payments under the Noncontingent Component of the DIP Term Loan/Exit Term Loans and (ii) the issue price of the Noncontingent Component of the DIP Term Loan/Exit Term Loans (as discussed above). U.S. Holders of the DIP Term Loan/Exit Term Loans must include OID in their gross income as ordinary income calculated on a constant-yield method before the receipt of cash attributable to the income regardless of their method of accounting. The amount of OID includible in income by a U.S. Holder is the sum of the daily portions of OID with respect to the Noncontingent Component of the DIP Term Loan/Exit Term Loan for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the DIP Term Loan/Exit Term Loan. The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID allocable to that accrual period. The amount of OID allocable to an accrual period will generally equal the product of the Noncontingent Component of a DIP Term Loan/Exit Term Loan’s adjusted issue price at the beginning of the accrual period and the Noncontingent Component of a DIP Term Loan/Exit Term Loan’s yield to maturity. The “adjusted issue price” of the Noncontingent Component of the DIP Term Loans/Exit Term Loans at the beginning of any accrual period will generally be the issue price of the Noncontingent Component of a DIP Term Loan/Exit Term Loan increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Noncontingent Component of a DIP Term Loan/Exit Term Loan (other than any interest paid in kind).

Under the CPDI Regulations, subject to special rules that apply in the case of interest payments that become fixed more than six months before the payment is due, a portion of the interest paid under the Contingent Component (the “*Contingent Interest*”) of a DIP Term Loan/Exit Term Loan generally will be treated as a payment of principal in an amount equal to the present value of the payment determined by discounting the

payment from the date it was made to the Effective Date at the applicable federal rate for the DIP Term Loan/Exit Term Loan that would apply to a debt instrument issued on the Effective Date and maturing on the date the contingent payment is made. The amount of the contingent payment in excess of the portion determined to be principal is treated as a payment of interest and is includible in gross income by the holder in the taxable year in which the payment is made.

A U.S. Holder will reduce its adjusted basis in the Contingent Component of a DIP Term Loan/Exit Term Loan by the amount of the Contingent Interest payment that is treated as principal. If the U.S. Holder's adjusted basis in the Contingent Component is reduced to zero, any additional principal payments on the Contingent Component are treated as gain from the sale or exchange of the DIP Term Loans/Exit Term Loans as described below. Any basis remaining on the date the final contingent payment is received increases a holder's basis in the Noncontingent Component (or, if there are no remaining payments on the Noncontingent Component, is treated as a loss from the sale or exchange of a debt instrument).

At the time the EBITDA threshold is satisfied such that the PIK Toggle is not available with respect to the Exit Term Loans, a U.S. Holder's right to contingent payment under the DIP Term Loans/Exit Term Loans should become fixed. The applicable CPDI regulations provide that once the contingent payment becomes fixed more than six months before the payment is due, the issuer and holder are treated as if the issuer had issued a separate debt instrument on the date such payment becomes fixed, which matures on the date the payment becomes due (an "*Interest Note*"). Each such Interest Note will have a principal amount equal to the amount that becomes fixed and an issue price equal to the present value of the portion of the contingent interest due on the specified interest payment date discounted at the applicable federal rate for such debt instrument. U.S. Holders would be treated as receiving an amount equal to the issue price of each Interest Note on the date such payment becomes fixed and maturing on the interest payment date. U.S. Holders will be treated as receiving an amount equal to the issue price of each Interest Note on the date such payment becomes fixed, which will be treated as interest or principal under the rules described above.

A U.S. Holder must allocate the amount realized from the sale, exchange or disposition of a DIP Term Loan/Exit Term Loan first, to the Noncontingent Component in an amount up to the adjusted issue price of the Noncontingent Component and the remaining amount received, if any, to the Contingent Component. A U.S. Holder will generally recognize gain or loss on the sale, exchange or other disposition of a Noncontingent Component equal to the difference between (i) the portion of the amount realized allocated to the Noncontingent Component and (ii) the U.S. Holder's adjusted tax basis in the Noncontingent Component, as applicable. Any such recognized gain or loss generally will be capital gain or loss. The deductibility of capital losses is subject to limitations. The amount allocated to a Contingent Component is treated as a contingent payment that is made on the date of the sale, exchange or other disposition and is characterized as interest and principal as described above.

THE CPDI REGULATIONS ARE COMPLEX, AND HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS ABOUT THE POTENTIAL TAX CONSEQUENCES IF ANY DIP TERM LOANS/EXIT TERM LOANS ARE DETERMINED TO BE CPDIs.

***d. Ownership and Disposition of New Equity Interests***

As noted above, it is intended that the receipt by a Holder of New Equity Interests on the Effective Date pursuant to the Plan will be treated for U.S. federal income tax purposes as though the Holder received Equity Interests in Parent, and then immediately exchanged such Equity Interests for the New Equity Interests. Assuming that treatment is respected, the exchange by a U.S. Holder of Equity Interests in Parent for the New Equity Interests will generally be treated a tax-free exchange pursuant to section 721 of the Tax Code (in a transaction described in Situation 2 of IRS Revenue Ruling 99-5, 1999-1 C.B. 434) and should result in a U.S. Holder having a tax basis in, and holding period with respect to, the New Equity

Interests equal to the U.S. Holder's basis in, and holding period with respect to, the Equity Interests in Parent exchanged therefore.

Because the New Equity Interests will be Equity Interests of Reorganized Parent, an entity that, absent an affirmative election otherwise, will be treated for U.S. federal income tax purposes as a partnership, a U.S. Holder receiving New Equity Interests will be treated as a partner in that partnership. Accordingly, as a partnership, Reorganized Parent itself will not be subject to U.S. federal income tax. Instead, each U.S. Holder will be required to report on its U.S. federal income tax return its distributive share (whether or not distributed) of Reorganized Parent's income, gains, losses, deductions, and credits. Each U.S. Holder of New Equity Interests will be required to include in income its allocable share of Reorganized Parent's income, gains, losses and deductions for Reorganized Parent's taxable year ending with or within such U.S. Holder's taxable year even if Reorganized Parent does not make a concurrent distribution to such U.S. Holder. However, because it is expected that Reorganized Parent's sole asset will be its Equity Interests in Parent, an entity classified as a corporation for U.S. federal income tax purposes, absent an actual distribution from Parent that is treated as a "dividend" for purposes of the Tax Code or a sale (or other taxable disposition) by Reorganized Parent of any of its Equity Interests in Parent, any partner in Reorganized Parent should not generally have any current allocations of taxable income or loss.

In general, a U.S. Holder of New Equity Interests will not recognize taxable income as a consequence of receiving a distribution (whether in cash or in kind) from Reorganized Parent, except to the extent that any cash distributed exceeds such U.S. Holder's adjusted tax basis in its New Equity Interests. Any such excess will be treated as gain from the sale of such U.S. Holder's New Equity Interests and will be treated as capital gain. A U.S. Holder generally will not recognize a loss for U.S. federal income tax purposes as a consequence of receiving a distribution from Reorganized Parent, except that if a U.S. Holder receives a distribution solely of cash in complete liquidation of its interest in Reorganized Parent, the U.S. Holder will recognize a capital loss equal to the excess, if any, of its adjusted tax basis in its New Equity Interests over the amount of such cash. The deductibility of capital losses is subject to limitations.

Gain or loss recognized by a U.S. Holder on the disposition of all or any portion of its New Equity Interests will generally, subject to the application of certain recharacterization rules (i.e., related to a sale of "hot assets" like unrealized receivables or inventory of the partnership under section 751 of the Tax Code) be capital gain or loss. If a U.S. Holder transfers less than all of its New Equity Interests, the U.S. Holder will take into account the percentage of its adjusted tax basis in its New Equity Interests that is transferred, determined by comparing the relative fair market values of the portion of the New Equity Interests that is transferred and the portion of the New Equity Interests that is retained.

Reorganized Parent intends to furnish to each Holder of New Equity Interests, after the close of each calendar year, specific tax information, including a Schedule K-1, which describes such Holder's allocable share of Reorganized Parent's income, gain, loss and deductions for Reorganized Parent's preceding taxable year. In preparing this information, Reorganized Parent will take various accounting and reporting positions to determine each Holder's allocable share of such income, gain, loss and deductions. However, Reorganized Parent cannot provide assurances that those positions will yield a result that conforms to the requirements of the Tax Code, applicable Treasury Regulations or administrative interpretations of the IRS. Furthermore, Reorganized Parent cannot provide assurances that the IRS will not successfully contend in court that those positions are impermissible.

Pursuant to the Bipartisan Budget Act of 2015, for U.S. federal income tax purposes, any audit adjustment to Reorganized Parent's tax items (or any partner's distributive share of such item) may result in the imposition of tax (including any applicable penalties and interest) at the Reorganized Parent level. Generally, Reorganized Parent will have the ability to elect to have the partners take such audit adjustment into account in accordance with their interests in Reorganized Parent during the taxable year under audit, but there can be no assurance that Reorganized Parent will choose to make such election or that such election will be effective in all circumstances. If Reorganized Parent is unable to have the partners take

into account such audit adjustment in accordance with their interests in Reorganized Parent during the taxable year under audit, or Reorganized Parent chooses not to do so, the partners in the year of such audit adjustment may bear some or all of the tax liability resulting from such audit adjustment, without regard to each such partner's ownership interest in Reorganized Parent (if any) during the taxable year under audit. In addition, Reorganized Parent may be able to reduce the amount owed by Reorganized Parent in certain cases based on the status of the partners or if certain partners file amended returns to take into account such adjustments, but there is no assurance Reorganized Parent will be able to obtain any such reduction. If, as a result of any such audit adjustment, Reorganized Parent is required to make payments of taxes, penalties, and/or interest, it is expected that Reorganized Parent's operating agreement will provide that each partner's share of such amounts shall be treated as an advance against amounts otherwise distributable to such partner or as a loan to such partner. Future Treasury Regulations, other administrative guidance or judicial decisions may affect the application of these rules to Reorganized Parent and the Holders of New Equity Interests and, as a result, the application of these rules to Reorganized Parent and the Holders of New Equity Interests is uncertain.

U.S. Holders generally will recognize gain or loss upon the sale or taxable disposition of the New Equity Interests in an amount equal to the difference, if any, between (i) the U.S. Holder's adjusted tax basis in the New Equity Interests exchanged and (ii) the sum of the cash and the fair market value of any property received in such disposition. Any such gain or loss generally should be long-term capital gain or loss if the U.S. Holder's holding period for its New Equity Interests exceeds one year at the time of the sale or exchange (a U.S. Holder may have a split holding period in the New Equity Interests if it contributes property to Reorganized Parent or otherwise acquires New Equity Interests on multiples dates), subject to the application of certain recharacterization rules discussed above. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to limitations.

In general, any gain recognized by a U.S. Holder upon a disposition of the New Equity Interests received in exchange for a Term Loan Claim will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions previously claimed as a result of the write-down of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash-basis holder and in addition to clause (i) above, any amounts which would have been included in its gross income if the U.S. Holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

#### *e. Character of Gain or Loss*

Where gain or loss is recognized by a U.S. Holder in an exchange of Allowed Claims pursuant to the Plan, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of such U.S. Holder, whether the Claims constitute capital assets in the hands of such U.S. Holder and how long they have been held, whether the Claims were acquired at a market discount, and whether and to what extent the holder previously claimed a worthlessness deduction with respect to the Claims. In general, any gain or loss generally should be long-term capital gain or loss if the U.S. Holder held the Claims as capital assets and such U.S. Holder's holding period in the Claims is more than one year at the time of the relevant exchange. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital losses is subject to limitations.

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with market discount if the holder's adjusted tax basis in the debt instrument is less than (i) its "stated redemption price at maturity" (which generally would be equal to the stated principal amount if all stated interest was required to be paid in cash

or property at least annually) or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by more than a de minimis amount. Under these rules, any gain recognized on the exchange of Claims (which, as discussed below, does not include amounts received in respect of accrued but unpaid interest or OID, if any) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during the U.S. Holder's period of ownership, unless such U.S. Holder elected to include the market discount in income as it accrued. If a U.S. Holder of Claims did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange. To the extent that Claims acquired with a market discount are exchanged in a tax-deferred transaction for other property, any market discount that accrued on such Claims but was not recognized by the U.S. Holder generally is carried over to the property received therefor, and any gain recognized on the subsequent sale or other disposition of the property generally is treated as ordinary income to the extent of the accrued, but not recognized, market discount with respect to such Claims. U.S. Holders who acquired their Claims other than at original issuance should consult their tax advisors regarding the possible application of the market discount rules.

***f. Distributions with Respect to Accrued but Unpaid Interest or OID***

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of Allowed Claims is received in satisfaction of interest accrued or OID accrued, in each case during such U.S. Holder's holding period, such amount will be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder's gross income under such U.S. Holder's normal method of accounting). Conversely, a U.S. Holder may be entitled to recognize a loss to the extent any accrued interest or amortized OID was previously included in its gross income and is not paid in full. It is unclear whether a U.S. Holder would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full. In addition, a U.S. Holder's tax basis in the consideration received by a U.S. Holder pursuant to the Plan in satisfaction of interest accrued or OID accrued generally will be equal to the fair market value of such consideration, and such U.S. Holder's holding period in such consideration should commence on the day following the Effective Date.

Article VI.E of the Plan provides that distributions to U.S. Holders with respect to any Allowed Claim will, except as otherwise required by applicable law (as reasonably determined by the Reorganized Debtors), be allocated first to the principal amount of such Allowed Claims, with any excess allocated to the remaining portion of such Allowed Claim. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes.

Holders of Claims should consult their tax advisors regarding the proper allocation of the consideration received by them under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in income for U.S. federal income tax purposes.

**3. Non-U.S. Holders of Term Loan Claims**

The following discussion includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Non-U.S. Holders are urged to consult their tax advisors regarding the U.S. federal, state, and local and non-U.S. tax consequences of the consummation of the Plan to such Non-U.S. Holders and the ownership and disposition of any consideration received pursuant to or in connection with the Plan.

*a. Recognition of Gain or Loss*

Whether a Non-U.S. Holder of Term Loan Claims recognizes gain or loss on the exchange of Claims pursuant to the Plan or upon a subsequent disposition of the consideration received under the Plan, the amount of such gain or loss, as well as the characterization of the receipt and exercise of the Participation Right, is determined in the same manner as set forth above in connection with U.S. Holders of the applicable Claims. See “*U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” and “*U.S. Holders of Term Loan Claims —Treatment of the Participation Right*” above. Any gain recognized (which, as discussed above, does not include amounts received in respect of accrued but unpaid interest or OID, if any) by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (i) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the gain is realized and certain other conditions are met, (ii) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if required by an income tax treaty, such gain is attributable to a permanent establishment or a fixed base maintained by such Non-U.S. Holder in the United States), or (iii) solely with respect to the sale, exchange or other disposition of the New Equity Interests, such New Equity Interests constitutes a U.S. real property interest (“*USRPI*”) by reason of Parent’s status as a “United States real property holding corporation” (“*USRPHC*”) for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding such disposition or the period in which the Non-U.S. Holder held the New Equity Interests.

If the exception in clause (i) above applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or such lower rate under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year. If the exception in clause (ii) above applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder with respect to such gain. In addition, if such a Non-U.S. Holder is a corporation for U.S. federal income tax purposes, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

If the exception in clause (iii) above applied and certain other requirements were met, a Non-U.S. Holder generally would be subject to U.S. federal income tax on any gain recognized on the sale or disposition of New Equity Interests. In general, a partnership interest is not treated as a USRPI for purposes of section 1445 of the Tax Code unless 50% or more of the value of the partnership’s gross assets consists of USRPIs, and 90% or more of the value of its gross assets consists of USRPIs, cash, and cash equivalents (“**50/90 Partnership**”). An interest in a 50/90 Partnership is treated as a USRPI in its entirety. An interest in a USRPHC is a USRPI for purposes of section 1445 of the Tax Code. The Debtors do not believe that New Equity Interests will initially be USRPIs. Because the determination of whether the New Equity Interests will be USRPIs depends on whether or not Parent is a USRPHC and such status depends on the fair market value of Parent’s USRPIs relative to the fair market value of Parent’s non-U.S. real property interests and its other business assets, there can be no assurance Parent will not become a USRPHC in the future.

*b. Ownership and Disposition of Exit Term Loans*

Generally, payments to a Non-U.S. Holder that are attributable to interest on applicable DIP Term Loans/Exit Term Loans (including, for purposes of this discussion of Non-U.S. Holders, any OID) that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States for U.S. federal income tax purposes generally will not be subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total capital or profits interest of Reorganized Parent;
- the Non-U.S. Holder is not a “controlled foreign corporation” that is a “related person” (each, within the meaning of the Tax Code) with respect to Reorganized Parent; and
- either (1) the Non-U.S. Holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business and holds the applicable DIP Term Loans/Exit Term Loans on behalf of the Non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder a statement under penalties of perjury that such holder is not a United States person and provides a copy of such statement to the applicable withholding agent; or (3) the Non-U.S. Holder holds the applicable DIP Term Loans/Exit Term Loans directly through a “qualified intermediary” (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied.

A Non-U.S. Holder that does not qualify for the above exemption with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax on such interest at a 30% rate, unless such Non-U.S. Holder is entitled to a reduction in or exemption from withholding on such interest as a result of an applicable income tax treaty. To claim such entitlement, the Non-U.S. Holder generally must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax on such payments of interest under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers’ securities in the ordinary course of their trade or business.

If interest paid to a Non-U.S. Holder is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States for U.S. federal income tax purposes (and if required by an applicable income tax treaty, such interest is attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder generally will not be subject to U.S. federal withholding tax but will be subject to U.S. federal income tax with respect to such interest in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States. See “—*Non-U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on the applicable DIP Term Loans/Exit Term Loans is not subject to withholding tax because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

### ***c. Ownership and Disposition of New Equity Interests***

If a non-U.S. person holds an interest in a partnership that is (directly or indirectly through one or more entities that are treated as partnerships or are disregarded for U.S. federal income tax purposes) engaged in a trade or business within the United States, such non-U.S. person is considered to be engaged in a trade or business within the United States. Because Reorganized Parent’s only asset will be its Equity Interests in



Parent and Reorganized Parent will not otherwise be engaged in any other activities, it is not expected that Reorganized Parent will be treated as being engaged in a trade or business within the United States.

As a result, the U.S. federal income tax liability of a Non-U.S. Holder of New Equity Interests generally will be limited to withholding tax on certain gross income from U.S. sources generated by Reorganized Parent, as long as the Non-U.S. Holder undertakes no activities in the United States (determined without regard to its interest in Reorganized Parent) that would cause that Non-U.S. Holder to be treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes. Further, if Reorganized Parent withholds and remits the proper amounts to the U.S. government, Non-U.S. Holders generally will not be required to file U.S. federal income tax returns or pay additional U.S. federal income taxes solely as a result of their interests in Reorganized Parent.

Gain recognized upon a disposition by a non-U.S. person of an interest in a partnership generally will be treated as “effectively connected income” (“*ECI*”) to the extent such gain is attributable to assets of the partnership that generate ECI. Because the only asset of Reorganized Parent will be the Equity Interests in Parent, it is not anticipated that gain on the disposition by a Non-U.S. Holder of New Equity Interests would be ECI.

Dividend income attributable to distributions from Parent to Reorganized Parent that are allocable to a Non-U.S. Holder of New Equity Interests will generally be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. A Non-U.S. Holder of New Equity Interests who wishes to claim the benefit of an applicable income tax treaty and avoid backup withholding, as discussed below, for dividends, will be required (a) to complete the applicable IRS Form W-8BEN or Form W-8BEN-E (or other applicable documentation) and certify under penalty of perjury that such holder is not a “United States person” (as defined in section 7701(a)(30) of the Tax Code) and is eligible for treaty benefits or (b) if such equity is held through certain intermediaries, to satisfy the relevant certification requirements of applicable Treasury Regulations. A Non-U.S. Holder resident in a jurisdiction with which the United States has a tax treaty may not be entitled to the benefits of that treaty with respect to that Non-U.S. Holder’s distributive share of Reorganized Parent’s income and gains unless, under the law of that non-U.S. jurisdiction, Reorganized Parent is treated as tax-transparent and certain other conditions are met. In addition, in order to claim the benefits of a tax treaty to reduce U.S. federal income tax withholding on U.S.-source income (other than interest and dividends paid on securities that are actively traded), a Non-U.S. Holder – and any direct or indirect equity owner of a Non-U.S. Holder seeking treaty benefits for itself because the Non-U.S. Holder is considered fiscally transparent in that equity owner’s jurisdiction – generally will be required to provide to Reorganized Parent either a non-U.S. tax identifying number issued by its country of residence or a U.S. taxpayer identification number that it has obtained from the IRS, along with certain other documentation. A Non-U.S. Holder of New Equity Interests eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

For a discussion of the rules applicable to the recognition of gain or loss in connection with sales, exchanges or other dispositions of New Equity Interests by Non-U.S. Holders, see “—*Non-U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” above.

#### **4. Information Reporting and Backup Withholding**

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding and information reporting requirements. Under U.S. federal income tax law, interest, dividends and other reportable payments may, under certain circumstances, be subject to “backup withholding” (currently at a rate of 24%) if a recipient of those payments fails to furnish to the payor certain identifying information, fails properly to report interest or dividends, and, under certain circumstances, fails to provide a certification

that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld generally should be allowed as a credit against that recipient's U.S. federal income tax, provided that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as certain corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. Holders of Claims are urged to consult their tax advisors regarding their qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption.

Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Holders of Claims are urged to consult their tax advisors regarding these regulations and whether the contemplated transactions under the Plan would be subject to these regulations and require disclosure on their tax returns.

#### **5. Additional Withholding Tax on Payments Made to Foreign Accounts**

Withholding taxes may be imposed under sections 1471 to 1474 of the Tax Code (such sections, commonly referred to as the Foreign Account Tax Compliance Act ("*FATCA*")) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends or interest or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of stock or debt instruments, in each case paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Tax Code), unless (a) the foreign financial institution undertakes certain diligence and reporting obligations, (b) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Tax Code) or furnishes identifying information regarding each substantial United States owner, or (c) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (a) above, it must enter into an agreement with the United States Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Tax Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on New Equity Interests or interest on DIP Term Loans/Exit Term Loans. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of such instruments on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued. Holders should consult their tax advisors regarding the potential application of withholding under FATCA.

**THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE FEDERAL,**

**STATE, LOCAL, NON-U.S., AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.**

*[Remainder of page left intentionally blank]*



**Exhibit C**

**Financial Projections**

## SOLICITATION VERSION

**Overview to Financial Projections**

As a condition to Confirmation, the Bankruptcy Code requires, among other things, the Bankruptcy Court to find that entry of a Confirmation Order is not likely to be followed by either a liquidation or the need to further reorganize the Debtors or any successor to the Debtors. In accordance with this condition and in order to assist each holder of a Claim in determining whether to vote to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (the “*Plan*”), the Debtors’ management team (“*Management*”), with the assistance of the Debtors’ restructuring advisors, developed financial projections (the “*Financial Projections*”) to support the feasibility of the Plan, which were prepared as of December 22, 2024.

The Financial Projections are based on a number of assumptions made by Management, within the bounds of their knowledge of the Debtors’ and their non-Debtor affiliates’ business and operations, with respect to the future performance of the Debtors’ operations. In addition, the Financial Projections contain statements which constitute “forward looking statements” within the meaning of the Securities Act and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995. Forward-looking statements in these projections include the intent, belief, or current expectations of the Debtors and members of their Management with respect to the timing of, completion of, and scope of the current restructuring, the Plan, the Debtors’ strategic business plan, bank financing, debt and equity market conditions, and future liquidity, as well as the assumptions upon which such statements are based. Although Management prepared the Financial Projections in good faith and believes the assumptions to be reasonable, it is important to note that the Debtors can provide no assurance that such assumptions will be realized. Because future events and circumstances may well differ from those assumed and unanticipated events or circumstances may occur, the Debtors expect that the actual and projected results will differ and the actual results may be materially greater or less than those contained in the Financial Projections and from those contemplated by such forward-looking statements. No representations can be made as to the accuracy of the Financial Projections or the Debtors’ ability to achieve the projected results. Therefore, the Financial Projections may not be relied upon as a guarantee or as any other form of assurance as to the actual results that will occur. The inclusion of the Financial Projections herein should not be regarded as an indication that the Debtors considered or consider the Financial Projections to reliably predict future performance. Accordingly, in deciding whether to vote to accept or reject the Plan, creditors should review the Financial Projections in conjunction with a review of the risk factors set forth in the Disclosure Statement and the assumptions and risks described herein, including all relevant qualifications and footnotes.

**AS ILLUSTRATED BY THE FINANCIAL PROJECTIONS, THE DEBTORS BELIEVE THEY WILL HAVE SUFFICIENT LIQUIDITY TO PAY AND SERVICE THEIR DEBT OBLIGATIONS AND TO OPERATE THEIR BUSINESSES. THE DEBTORS BELIEVE THAT CONFIRMATION AND CONSUMMATION ARE NOT LIKELY TO BE FOLLOWED BY THE LIQUIDATION OR FURTHER REORGANIZATION OF THE DEBTORS. ACCORDINGLY, THE DEBTORS BELIEVE THAT THE PLAN SATISFIES THE FEASIBILITY REQUIREMENT OF SECTION 1129(a)(11) OF THE BANKRUPTCY CODE.**

The Financial Projections were not prepared with a view toward compliance with published rules of the Securities and Exchange Commission or the American Institute of Certified Public Accountants regarding projections. The Debtors’ independent auditor has not examined, compiled, or performed any procedures with respect to the prospective financial information contained in this exhibit and, accordingly, they do not express an opinion or any other form of assurance on such information or its achievability. The Debtors’ independent auditor assumes no responsibility for and denies any association with the prospective financial information.

Accordingly, neither the Debtors nor the Reorganized Debtors intend to and disclaim any obligation to: (1) furnish updated Financial Projections to holders of Claims prior to the Effective Date or to any other party after the Effective Date, except as required by the Plan; (2) include any such updated information in any documents that may be required to be filed with the Securities and Exchange Commission; or (3) otherwise make such updated information publicly available. The Debtors do not intend to update or otherwise revise the Financial Projections to reflect circumstances that may occur after their preparation, or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error.

Additional information relating to the principal assumptions used in preparing the Financial Projections is set forth below.

**THE FINANCIAL PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS. ACTUAL OPERATING RESULTS AND VALUES MAY VARY SIGNIFICANTLY FROM THESE FINANCIAL PROJECTIONS.**

**Select Assumptions of the Financial Projections**

The Financial Projections are based on, but not limited to, factors such as industry performance and general business, economic, competitive, regulatory, market, and financial conditions, as well as the assumptions detailed below. Many of these factors and assumptions are beyond the control of the Debtors and do not take into account the uncertainty and disruptions of business that may accompany an in-court restructuring. Accordingly, the assumptions should be reviewed in conjunction with a review of the risk factors set forth in the Disclosure Statement.

- **Methodology:** The Financial Projections were developed by Management with the assistance of the Debtors’ restructuring advisors and are presented solely for purposes set forth herein and in the Disclosure Statement to which the Financial Projections are attached as Exhibit D. No representation or warranty, express or implied, is provided

## SOLICITATION VERSION

in relation to the fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

- **Plan and Effective Date:** The Financial Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by January 31, 2025 (the “*Effective Date*”). Any significant delay in the Effective Date may have a significant negative effect on the operations and financial performance of the Debtors, including an increased risk or inability to meet sales forecasts, increased risk of supply chain disruption, and the incurrence of higher reorganization expenses. Although the Financial Projections represent the Debtors’ best estimates and good faith judgment of the results of future operations, financial position, and cash flows of the Company, they are only estimates and actual results may vary considerably from such Financial Projections. Consequently, the inclusion of the Financial Projections herein should not be regarded as a representation by the Debtors, the Debtors’ advisors, or any other person that the projected results of operations, financial position, and cash flows of the Company will be achieved.
- **Projection Period:** The Debtors prepared the Financial Projections based on, among other things, the anticipated future financial condition and results of operations of the Debtors using their business plan. Management developed and refined the business plan and prepared consolidated Financial Projections of the Company for the fiscal years ending March 2025 (fiscal year (“*FY*”) 2024) through March 2029 (FY 2028) (the “*Projection Period*”).
- **Scope of Projections:** The Debtors prepared the Financial Projections on a consolidated basis. As such, the Financial Projections reflect the projected financial activity of both the Debtors and their non-Debtor affiliates.
- **Operating Impacts:** The Financial Projections incorporate multiple operating considerations including, but not limited to:
  - Current and projected market conditions in which the Debtors operate;
  - No material changes to existing operations;
  - The Financial Projections do not consider any potential impact of the application of “fresh start” accounting under Accounting Standards Codification 852, “Reorganizations” (“*ASC 852*”) that may potentially apply upon the Effective Date. If the Debtors determine the need to fully implement fresh start accounting, differences from the depiction presented are anticipated and those differences may be material. If required to apply the provisions of ASC 852, upon emergence, the Debtors will be required to determine the amount by which their reorganization value as of the Effective Date exceeds, or is less than, the fair value at the time, which may be based on any event, such valuation, and the determination of the fair value of the Debtors’ assets and liabilities, will be made as of the Effective Date.
  - The differences between the amounts of any or all of the foregoing items as assumed in the Financial Projections and the actual amounts thereof as of the Effective Date may be material.

**THE INDEPENDENT AUDITOR FOR THE DEBTORS HAS NOT EXAMINED, COMPILED OR OTHERWISE PERFORMED ANY PROCEDURES ON THE FOLLOWING PROSPECTIVE FINANCIAL INFORMATION, AND CONSEQUENTLY, DOES NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT TO THE PROSPECTIVE FINANCIAL INFORMATION.**

## SOLICITATION VERSION

## PROJECTED CONSOLIDATED STATEMENTS OF OPERATIONS

| <i>\$ in Millions</i>          | Notes | 2024           | 2025           | 2026          | 2027          | 2028          |
|--------------------------------|-------|----------------|----------------|---------------|---------------|---------------|
| Revenue                        | [1]   | \$ 780         | \$ 816         | \$ 874        | \$ 923        | \$ 1,011      |
| Cost of Goods Sold             | [2]   | 333            | 343            | 364           | 382           | 417           |
| <b>Gross Margin</b>            |       | <b>\$ 446</b>  | <b>\$ 474</b>  | <b>\$ 510</b> | <b>\$ 542</b> | <b>\$ 594</b> |
| <i>Gross Margin %</i>          |       | 57%            | 58%            | 58%           | 59%           | 59%           |
| SG&A                           | [3]   | 422            | 435            | 455           | 474           | 502           |
| Depreciation & Amortization    | [4]   | 42             | 40             | 38            | 33            | 29            |
| <b>Operating Income</b>        |       | <b>\$ (17)</b> | <b>\$ (1)</b>  | <b>\$ 17</b>  | <b>\$ 34</b>  | <b>\$ 63</b>  |
| Interest Expense               | [5]   | 24             | 20             | 19            | 20            | 20            |
| Income Tax Expense / (Benefit) | [6]   | (19)           | (5)            | (1)           | 2             | 9             |
| Restructuring Expense          | [7]   | 29             | -              | -             | -             | -             |
| Other Expense / (Income), Net  | [8]   | 20             | 5              | 2             | 4             | 5             |
| <b>Net Income / (Loss)</b>     |       | <b>\$ (72)</b> | <b>\$ (21)</b> | <b>\$ (4)</b> | <b>\$ 8</b>   | <b>\$ 29</b>  |
| Interest Expense               |       | 24             | 20             | 19            | 20            | 20            |
| Income Tax Expense / (Benefit) |       | (19)           | (5)            | (1)           | 2             | 9             |
| Depreciation & Amortization    |       | 42             | 40             | 38            | 33            | 29            |
| Restructuring Expense          |       | 29             | -              | -             | -             | -             |
| Other EBITDA Add Backs         | [9]   | 22             | 3              | (2)           | (2)           | (2)           |
| <b>Adj. EBITDA</b>             |       | <b>\$ 26</b>   | <b>\$ 37</b>   | <b>\$ 50</b>  | <b>\$ 62</b>  | <b>\$ 85</b>  |
| <i>EBITDA Margin %</i>         |       | 6%             | 8%             | 10%           | 11%           | 14%           |



## SOLICITATION VERSION

## PROJECTED CONSOLIDATED BALANCE SHEETS

| <i>\$ in Millions</i>                             | Notes | 2024          | 2025          | 2026          | 2027          | 2028            |
|---|-------|---------------|---------------|---------------|---------------|-----------------|
| <b>Assets</b>                                     |       |               |               |               |               |                 |
| <b>Current Assets:</b>                            |       |               |               |               |               |                 |
| Cash and Cash Equivalents                         | [10]  | 45            | 73            | 101           | 118           | 132             |
| Accounts Receivable, net                          |       | 28            | 37            | 35            | 38            | 41              |
| Inventories                                       | [11]  | 151           | 137           | 134           | 134           | 143             |
| Prepaid Expenses and Other Current Assets         | [12]  | 34            | 29            | 29            | 30            | 31              |
| <b>Total Current Assets</b>                       |       | <b>\$ 257</b> | <b>\$ 276</b> | <b>\$ 299</b> | <b>\$ 319</b> | <b>\$ 347</b>   |
| Other Long-Term Assets                            | [13]  | 677           | 661           | 657           | 669           | 694             |
| <b>Total Assets</b>                               |       | <b>\$ 934</b> | <b>\$ 937</b> | <b>\$ 956</b> | <b>\$ 989</b> | <b>\$ 1,041</b> |
| <b>Liabilities &amp; Shareholders' Equity</b>     |       |               |               |               |               |                 |
| <b>Current Liabilities:</b>                       |       |               |               |               |               |                 |
| Accounts Payable                                  | [14]  | 40            | 43            | 51            | 62            | 70              |
| Accrued Expenses & Other Current Liabilities      | [15]  | 141           | 143           | 146           | 149           | 153             |
| <b>Total Current Liabilities</b>                  |       | <b>\$ 181</b> | <b>\$ 186</b> | <b>\$ 197</b> | <b>\$ 211</b> | <b>\$ 223</b>   |
| <b>Long Term Liabilities:</b>                     |       |               |               |               |               |                 |
| New ABL Facility                                  | [16]  | 80            | 80            | 80            | 80            | 80              |
| Term Loan B Facility                              | [17]  | 78            | 90            | 97            | 105           | 114             |
| New Money Facility                                | [18]  | 43            | 46            | 48            | 48            | 48              |
| <b>Total Debt</b>                                 |       | <b>200</b>    | <b>215</b>    | <b>225</b>    | <b>233</b>    | <b>242</b>      |
| Other Long Term Liabilities                       | [19]  | 377           | 379           | 379           | 379           | 379             |
| <b>Total Liabilities</b>                          |       | <b>\$ 758</b> | <b>\$ 781</b> | <b>\$ 801</b> | <b>\$ 823</b> | <b>\$ 845</b>   |
| Shareholders' Equity / (Deficit)                  | [20]  | 175           | 156           | 155           | 165           | 197             |
| <b>Total Liabilities and Shareholders' Equity</b> |       | <b>\$ 934</b> | <b>\$ 937</b> | <b>\$ 956</b> | <b>\$ 989</b> | <b>\$ 1,041</b> |

## SOLICITATION VERSION

## PROJECTED CONSOLIDATED STATEMENT OF CASH FLOWS

| <i>\$ in Millions</i>                                     | Notes | 2024           | 2025           | 2026           | 2027           | 2028           |
|---|-------|----------------|----------------|----------------|----------------|----------------|
| Net Income  |       | \$ (72)        | \$ (21)        | \$ (4)         | \$ 8           | \$ 29          |
| (+) Non-Cash Adjustments                                  | [21]  | 35             | 49             | 45             | 39             | 40             |
| (+ / -) Change in Working Capital                         | [22]  | (18)           | 14             | 16             | 11             | (1)            |
| <b>Net cash provided / (used) in operating activities</b> |       | <b>\$ (55)</b> | <b>\$ 42</b>   | <b>\$ 57</b>   | <b>\$ 58</b>   | <b>\$ 68</b>   |
| <b>Investing Activities</b>                               |       |                |                |                |                |                |
| Capital Expenditures                                      | [23]  | (25)           | (14)           | (29)           | (42)           | (54)           |
| Other Investing Activities                                | [24]  | 1              | -              | -              | -              | -              |
| <b>Net cash provided / (used) in investing activities</b> |       | <b>\$ (24)</b> | <b>\$ (14)</b> | <b>\$ (29)</b> | <b>\$ (42)</b> | <b>\$ (54)</b> |
| <b>Financing Activities</b>                               |       |                |                |                |                |                |
| Borrowings / (Paydown) on ABL                             | [25]  | 64             | -              | -              | -              | -              |
| New Money Investment                                      | [26]  | 40             | -              | -              | -              | -              |
| Other Financing Activities                                | [27]  | (1)            | -              | -              | -              | -              |
| <b>Net cash provided / (used) in financing activities</b> |       | <b>\$ 103</b>  | <b>\$ -</b>    | <b>\$ -</b>    | <b>\$ -</b>    | <b>\$ -</b>    |
| <b>Net Change in Cash Flow</b>                            |       | <b>\$ 24</b>   | <b>\$ 28</b>   | <b>\$ 28</b>   | <b>\$ 17</b>   | <b>\$ 14</b>   |
| Beginning Cash Balance                                    |       | 21             | 45             | 73             | 101            | 118            |
| Net Change in Cash Flow                                   |       | 24             | 28             | 28             | 17             | 14             |
| <b>Ending Cash Balance</b>                                |       | <b>\$ 45</b>   | <b>\$ 73</b>   | <b>\$ 101</b>  | <b>\$ 118</b>  | <b>\$ 132</b>  |

**NOTES TO FINANCIAL PROJECTIONS****Notes to the Projected Consolidated Statements of Operations****Note 1 – Revenue**

Revenue primarily reflects the Company's in-store, online, and B2B revenue for General Merchandise, Custom Spaces, Shipping and Delivery, and Installation. Consolidated revenue is projected to be approximately \$816 million during FY 2025, with year-over-year growth of 7%, 6%, and 10% in FY 2026, FY 2027, and FY 2028, respectively. This growth is forecasted to be driven primarily by increases in Custom Spaces sales as well as 4 new store openings in FY 2027 and 5 new store openings in FY 2028.

During FY 2024, approximately 33% of the Company's total revenue is projected from Custom Spaces, which is expected to grow during the Projection Period due to increased brand awareness, additional design experts, continued expansion of Preston (including Project Simple), and growth of Garage+ and Décor+. The Company anticipates this upward trend in Custom Spaces to continue, reaching approximately 37% of total revenue by FY 2028.

Modest growth of approximately 1% in General Merchandise from FY 2024 to FY 2025 is driven by improved inventory in-stocks, newness that aligns with the core, and increased attachment with Custom Spaces sales. General Merchandise sales are expected to increase through FY 2028 due to slightly higher average ticket size and improved customer engagement driving higher traffic conversion.

**Note 2 – Cost of Goods Sold / Gross Margin**

Cost of Goods Sold primarily includes the cost of merchandise purchased and inbound freight. Cost of Goods Sold also includes costs associated with installation services and shipping and delivery to customers.

Consolidated gross margin as a percentage of net sales is projected at approximately 57% during FY 2024. This is forecast to improve modestly to 58% during FY 2025, as higher margin Custom Spaces sales increase as a percent of revenue. Further improvements are forecasted, with gross margin improving to 59% by FY 2028, driven by continued improvements in Custom Spaces penetration, improved pricing discipline and in-stock and other merchandising initiatives.

**Note 3 – Selling, General, & Administrative**

Selling, General, & Administrative (“SG&A”) costs include all employee-related expenses for all store, distribution center and employees at the Company's corporate headquarters. SG&A costs also include marketing, rent and other occupancy costs for the Company's stores, distribution centers, and head office, information technology costs, ordinary course professionals, supplies and store visuals for the Company's stores, contract hauling, credit card fees, and all other administrative overhead.

As a percent of revenue, SG&A costs are projected to decrease from 54% during FY 2024 to 50% during FY 2028 driven largely by leverage of fixed costs in addition to cost savings initiatives (e.g., store labor optimization and operating expense cost management).

**Note 4 – Depreciation & Amortization**

Depreciation & Amortization represents depreciation of property, plant and equipment and amortization of intangible assets.

**Note 5 – Interest Expense**

Interest Expense over the Projection Period is based upon the Company's current (FY 2024) and anticipated (FY 2024 – FY 2028) capital structure immediately before and following the consummation of the Plan. This is made up of cash interest and fees on long-term debt.

**Note 6 – Income Tax Expense / (Benefit), Net**

For FY 2024, the Company is projecting approximately \$19 million in Income Tax Benefit. The Company forecasts Income Tax Expenses from FY 2025 onwards, as taxable income is generated. The projections do not account for any tax obligations as a result of consummating the Plan. These amounts could vary significantly pending final tax analysis of the transactions under the Plan.

**Note 7 – Restructuring Expenses**

Restructuring Expenses projected in FY 2024 are based on estimated restructuring professional costs and other bankruptcy or closing fees related to consummation of the Plan. No further restructuring costs are expected beyond this.

**Note 8 – Other Expense / (Income), Net**

Other Expense / (Income), net primarily includes non-recurring items, Stock-Based Compensation Expenses, pre-opening costs and miscellaneous corporate costs.

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**Note 9 – Other EBITDA Add Backs**

Other EBITDA Add Backs include miscellaneous non-recurring items, non-cash rent, pre-opening costs, and Stock-Based Compensation Expenses.

**Notes to the Projected Consolidated Balance Sheets****Note 10 – Cash and Cash Equivalents**

Cash and Cash Equivalents represents the consolidated cash balance of the Company for all entities and subsidiaries, including cash balances from their respective operating and store-level accounts.

**Note 11 – Inventories**

Inventories primarily represents merchandise inventory, including inventory-in-transit.

**Note 12 – Prepaid Expenses and Other Current Assets**

Prepaid Expenses and Other Current Assets primarily consists of prepaid rent, insurance, taxes, software, and other prepaid operating expenses. Other current assets include certain receivables, including income taxes receivables and other miscellaneous assets.

**Note 13 – Other Long-Term Assets**

Other Long-Term Assets are composed primarily of Net Property and Equipment (“*P&E*”), Net Goodwill, & Other Intangible Assets non-current operating leases, investments in subsidiaries, non-current prepaid expenses, other miscellaneous long-term assets.

Property and Equipment (“*P&E*”), net is composed primarily of leasehold improvements, IT software and hardware, machinery and equipment, and furniture and fixtures, net of accumulated depreciation. The book value of P&E is subject to material change based on accounting analysis of the Company’s financials upon emergence.

Goodwill, Net & Other Intangible Assets, net is composed of intangible property, specifically tradenames.

**Note 14 – Accounts Payable**

Accounts Payable represents outstanding merchandise and non-merchandise payables to third-party trade vendors and service providers as well as intercompany payables.

**Note 15 – Accrued Expenses & Other Current Liabilities**

Accrued Expenses & Other Current Liabilities includes current operating lease liabilities, accrued and unpaid expenses primarily relating to payroll, employee benefits, merchandise returns, merchandise credit card breakage, liability on account gift cards (net of accrued breakage), customer prepaids, sales return, sales and income taxes, and interest, and other miscellaneous current accrued liabilities. Operating Lease Liabilities, current includes with respect to all stores, distribution centres, corporate office, and miscellaneous equipment.

**Note 16 – Debt – New ABL Facility**

The New ABL facility represents the Debtors’ exit financing ABL, a \$140 million revolving credit facility maturing twenty four months from the Petition Date. The interest rate is SOFR+4.25% per annum, subject to a 2.00% SOFR floor. For illustrative purposes, it is assumed to be refinanced at the same rate through the end of FY 2028.

The Debtors’ previous ABL balance of approximately \$80 million is assumed to be paid in full using the proceeds of the New ABL facility shortly after the Petition Date in accordance with the Interim DIP Order.

**Note 17 – Debt – Term Loan B Facility**

The Term Loan B Facility represents the Debtors’ \$75 million term loan maturing April 30, 2029. The interest rate is SOFR+5.00% per annum, subject to a 1.50% SOFR floor. For illustrative purposes, it is assumed to be refinanced at the same rate through the end of FY 2028.

Interest under the Term Loan B facility is paid-in-kind (“PIK”) until LTM EBITDA reaches \$75 million for four consecutive quarters. Additionally, amortization is waived until maturity.

**Note 18 – Debt – New Money Facility**

The New Money Facility represents the Debtors’ exit financing term loan, a \$40 million Term Loan maturing January 31, 2029. The interest rate is SOFR+6.50% per annum, subject to a 2.00% SOFR floor. The Company has the option to PIK up to 550 bps of interest until LTM EBITDA reaches \$50 million for four consecutive quarters. For illustrative purposes, it is assumed to be refinanced at the same rate through to the end of FY 2028.

**Note 19 – Other Long-Term Liabilities**

Other Long-Term Liabilities are predominantly composed of non-current operating lease liabilities, non-current deferred tax liabilities and other non-current long term accrued liabilities. Operating Lease Liabilities, non-current liabilities includes with respect to all stores and distribution centers, the corporate office, and miscellaneous equipment.

**Note 20 – Shareholders' Equity / (Deficit)**

Shareholders' Equity represents the net book value of shareholders' equity. The net book value varies materially from the fair market value of equity.

**Notes to the Projected Consolidated Statement of Cash Flows**

**Note 21 – Non-Cash Adjustments**

Non-Cash Adjustments represents the addback for non-cash transactions, including depreciation & amortization, non-cash interest, non-cash rent, stock-based compensation, deferred tax expenses or benefits, and miscellaneous other adjustments.

**Note 22 – Change in Working Capital**

Change in Working Capital primarily consists of changes in inventory, accounts payable, accounts receivable, and accrued expenses. FY 2024 assumes a decrease in working capital driven by a reduction in accounts payable, partially offset by a reduction in inventories. Working capital decreases from FY 2025 to FY 2027 are driven by improved inventory efficiency, among other working capital focus areas by management.

**Note 23 – Capital Expenditures**

Capital Expenditures are primarily driven by a combination of store renovations / updates, new store openings in FY 2027 and FY 2028, maintenance requirements, manufacturing and distribution center upgrades, and investments in information technology.

**Note 24 – Other Investing Activity**

No material other investing activities are forecast.

**Note 25 – Borrowings / (Paydown) on ABL**

Borrowings / (Paydown) on ABL reflects borrowings and paydowns on the Prepetition ABL facility prior to the Petition Date. The borrowings on the New ABL facility are assumed to be equal to the outstanding balance on the Prepetition ABL facility, resulting in net zero impact on Borrowings / (Paydown) at the time of the funding of the New ABL facility.

**Note 26 – New Money Investment**

New Money Investment represents the \$40 million New Money Facility described in Note 18.

**Note 27 – Other Financing Activities**

No material other financing activities are forecast.

**Exhibit D**

**Liquidation Analysis**

## LIQUIDATION ANALYSIS

### I. INTRODUCTION

Section 1129(a)(7) of the Bankruptcy Code, often called the “best interests test,” requires that a bankruptcy court find, as a condition of confirmation, that the chapter 11 plan provides, with respect to each class, that each holder of an allowed claim either (i) has accepted the plan of reorganization, or (ii) will receive or retain under the plan property of a value, as of the plan’s assumed effective date, that is not less than the value such non-accepting holders would receive or retain if the debtors were to be liquidated under chapter 7 of the Bankruptcy Code.

Accordingly, to demonstrate that the proposed Plan satisfies the “best interest” of creditors test, the Debtors, with assistance from their restructuring advisors, have prepared the following hypothetical liquidation analysis (“*Liquidation Analysis*”), in connection with the Plan and the Disclosure Statement.<sup>1</sup>

The Liquidation Analysis indicates the estimated recoveries that may be obtained by Classes of Claims or Interests assuming a hypothetical liquidation under chapter 7 of the Bankruptcy Code upon disposition of the Debtors’ assets as an alternative to the Plan. Accordingly, the values discussed in the Liquidation Analysis may be different from amounts referred to in the Plan. The Liquidation Analysis is based on certain assumptions in the Disclosure Statement and in the accompanying notes to the Liquidation Analysis.

### II. STATEMENT OF LIMITATIONS

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case is an uncertain process involving the extensive use of significant estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from certain of their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors’ assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. NOTHING CONTAINED IN THIS LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THIS LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

### III. OVERVIEW AND GENERAL ASSUMPTIONS

Hypothetical chapter 7 recoveries set forth in this Liquidation Analysis were determined through multiple steps, as set forth below. The basis of the Liquidation Analysis is the Debtors’ projected cash balance and assets as of December 22, 2024 (the “*Conversion Date*”) and the net costs to execute the administration of the wind down of the Estates. The Liquidation Analysis assumes that the Debtors would commence a chapter 7 liquidation on or about the Conversion Date under the supervision of a single court-appointed chapter 7 trustee. The selection of a separate chapter 7 trustee for one or more of the Estates likely would result in substantially higher administrative expenses associated with the chapter 7 cases from a large duplication of effort by each trustee and his or her professionals. In addition, the selection of separate chapter 7 trustees likely would give rise to complicated, expensive, and time-consuming disputes regarding certain inter-Debtor issues. The Liquidation Analysis reflects the wind down and liquidation of

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Disclosure Statement for the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*.

substantially all the Debtors' remaining assets and the distribution of available proceeds to Holders of Allowed Claims during the period after the Conversion Date.

#### Summary Notes to Liquidation Analysis

1. **Dependence on Assumptions.** The Liquidation Analysis depends on a number of estimates and assumptions. Although developed and considered reasonable by the management and the restructuring advisors of the Debtors, the assumptions are inherently subject to significant economic, business, regulatory and competitive uncertainties, and contingencies beyond the control of the Debtors or their management. The Liquidation Analysis is also based on the Debtors' best judgment of how numerous decisions in the liquidation process would be resolved. Accordingly, there can be no assurance that the values reflected in the Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation and actual results could vary materially and adversely from those contained herein.
2. **Dependence on a Forecast Balance Sheet.** This Liquidation Analysis contains numerous estimates that are still under review and it remains subject to further legal and accounting analysis.
3. **No DIP Facility Assumed.** The Liquidation Analysis assumes no DIP Facilities. The chapter 7 case is assumed to be funded by cash on hand and liquidation of assets.
4. **Chapter 7 Liquidation Process.** The liquidation of the Debtors' assets is assumed to be completed over a period of approximately six (6) months, inside of a chapter 7 case managed by the chapter 7 trustee. The chapter 7 trustee would manage the bankrupt Estates to maximize recovery to creditors as expeditiously as possible and would appoint professionals (attorneys, investment bankers, financial advisors, liquidators, accountants, consultants, appraisers, experts, etc.) to assist in the liquidation and wind down of the Estates. The chapter 7 trustee would oversee the Debtors' inventory liquidation and collection of outstanding accounts receivable in addition to attempting to sell or otherwise monetize other assets owned by the Debtors to one or multiple buyers. During the first four (4) months, the Debtors would complete going-out-of-business sales for all remaining store inventory, furniture, fixtures, and equipment. At the end of this four (4)-month period, the Debtors would reject all corporate, store and distribution center leases immediately and return the spaces to the landlords in broom-swept condition. During the remaining two (2) month-period, the Debtors would primarily focus on monetizing other assets such as intellectual property and other remaining personal property and equipment, as well as administrative activities such as claims reconciliation, distributions to Holders of various Claims, and other activities necessary to wind down the Estates.
5. **Claims Estimates.** In preparing this Liquidation Analysis, the Debtors have preliminarily estimated an amount of Allowed Claims for each Class based upon a review of the Debtors' estimated balance sheet. Administrative Claims were estimated based on the Debtors' financial projections as of the Conversion Date. Additional Claims were estimated to include certain chapter 7 administrative obligations incurred after the Conversion Date. The estimate of all Allowed Claims in this Liquidation Analysis is based on the estimated book value of those Claims, where applicable. No order or finding has been entered or made by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the estimated amounts of Allowed Claims set forth in this Liquidation Analysis. The estimate of the amount of Allowed Claims set forth in this Liquidation Analysis should not be relied upon for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of Allowed Claims under the Plan. The actual amount of Allowed Claims could be materially different from the amount of Claims estimated in this Liquidation Analysis.

#### IV. CONCLUSION

**THE DEBTORS HAVE DETERMINED, AS SUMMARIZED IN THE FOLLOWING ANALYSIS, THAT CONFIRMATION OF THE PLAN WILL PROVIDE CREDITORS WITH A RECOVERY THAT IS NOT LESS THAN WHAT THEY WOULD OTHERWISE RECEIVE IN CONNECTION WITH A LIQUIDATION OF THE DEBTORS UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.**

#### V. LIQUIDATION ANALYSIS RESULTS

Presented below is a summary of asset recoveries and distributions to various classes of claims resulting from the hypothetical Liquidation Analysis.<sup>2</sup>

<sup>2</sup> The estimated claim amounts reflected above may differ from the estimated claims included elsewhere in the Disclosure Statement because of differing assumptions between the Plan and this hypothetical chapter 7 liquidation.



|  | Book Value / Est. \$ | Priority         | High Value      |               | Low Value      |               |
|--|----------------------|------------------|-----------------|---------------|----------------|---------------|
|  |                      |                  | \$              | %             | \$             | %             |
| <b>\$ in millions</b>                            |                      |                  |                 |               |                |               |
| <b>Liquidation Proceeds</b>                      |                      |                  |                 |               |                |               |
| Cash on Hand                                     | 9.8                  | ABL              | 9.8             | 100.0%        | 9.8            | 100.0%        |
| Accounts Receivable                              | 22.8                 | ABL              | 15.1            | 66.5%         | 9.2            | 40.5%         |
| Inventory  | 147.0                | ABL              | 103.0           | 70.1%         | 73.6           | 50.1%         |
| Prepaid Expenses                                 | 12.5                 | ABL              | 0.8             | 6.6%          | -              | 0.0%          |
| Income Tax Receivable                            | 3.6                  | ABL              | 3.6             | 100.0%        | -              | 0.0%          |
| PP&E   | 119.0                | ABL              | 5.7             | 4.8%          | 2.9            | 2.4%          |
| Intangibles                                      | 123.3                | ABL              | 8.6             | 7.0%          | -              | 0.0%          |
| Other Assets                                     | 471.7                | ABL              | 2.8             | 0.6%          | -              | 0.0%          |
| <b>Total TCS Assets</b>                          | <b>\$ 909.6</b>      |                  | <b>\$ 149.4</b> | <b>16.4%</b>  | <b>\$ 95.4</b> | <b>10.5%</b>  |
| <b>Equity in Non-Debtor Subsidiaries</b>         | <b>11.5</b>          | <b>Term Loan</b> | <b>11.5</b>     | <b>100.0%</b> | <b>-</b>       | <b>-</b>      |
| <b>Total Proceeds Available for Distribution</b> | <b>\$ 921.1</b>      |                  | <b>\$ 160.9</b> | <b>17.5%</b>  | <b>\$ 95.4</b> | <b>10.4%</b>  |
| <b>Wind Down Costs</b>                           |                      |                  |                 |               |                |               |
|  |                      |                  | <b>\$</b>       | <b>%</b>      | <b>\$</b>      | <b>%</b>      |
| Ch. 7 Legal & Advisor Fees                       |                      |                  | 10.0            | 100.0%        | 7.0            | 100.0%        |
| Ch. 7 Trustee Fees                               |                      |                  | 4.8             | 100.0%        | 2.9            | 100.0%        |
| Liquidation Fees & Expenses                      |                      |                  | 1.8             | 100.0%        | 0.5            | 100.0%        |
| Accrued Payroll and Payroll Taxes                |                      |                  | 6.0             | 100.0%        | 6.0            | 100.0%        |
| Accrued Sales Tax                                |                      |                  | 3.0             | 100.0%        | 3.0            | 100.0%        |
| Other Wind Down Costs                            |                      |                  | 39.5            | 100.0%        | 37.3           | 100.0%        |
| Gift Card Realization                            |                      |                  | 4.5             | 100.0%        | 2.2            | 100.0%        |
| <b>Total Wind Down Costs</b>                     |                      |                  | <b>\$ 69.6</b>  | <b>100.0%</b> | <b>\$ 58.9</b> | <b>100.0%</b> |
| <b>Total Net Proceeds Available for Claims</b>   |                      |                  | <b>\$ 91.3</b>  |               | <b>\$ 36.6</b> |               |
| <i>Net Proceeds - ABL Priority</i>               |                      |                  | <i>84.1</i>     |               | <i>36.6</i>    |               |
| <i>Net Proceeds - TL Priority</i>                |                      |                  | <i>7.3</i>      |               | <i>-</i>       |               |
| <b>Claims Recovery</b>                           |                      |                  |                 |               |                |               |
| ABL Claims                                       | 88.3                 |                  | 84.1            | 95.2%         | 36.6           | 41.4%         |
| <b>ABL Recovery</b>                              | <b>\$ 88.3</b>       |                  | <b>\$ 84.1</b>  | <b>95.2%</b>  | <b>\$ 36.6</b> | <b>41.4%</b>  |
| Term Loan Claims                                 | 166.9                |                  | 7.3             | 4.4%          | -              | 0.0%          |
| <b>Term Loan Recovery</b>                        | <b>\$ 166.9</b>      |                  | <b>\$ 7.3</b>   | <b>4.4%</b>   | <b>\$ -</b>    | <b>0.0%</b>   |
| Administrative / Priority Claims                 | 33.0                 |                  | -               | 0.0%          | -              | 0.0%          |
| <b>Administrative / Priority Recovery</b>        | <b>\$ 33.0</b>       |                  | <b>\$ -</b>     | <b>0.0%</b>   | <b>\$ -</b>    | <b>0.0%</b>   |
| General Unsecured Claims                         | 162.5                |                  | -               | 0.0%          | -              | 0.0%          |
| <b>GUC Recovery</b>                              | <b>\$ 162.5</b>      |                  | <b>\$ -</b>     | <b>0.0%</b>   | <b>\$ -</b>    | <b>0.0%</b>   |

## VI. NOTES FOR PROCEEDS AVAILABLE FOR DISTRIBUTION

### Note [1] – Cash and Cash Equivalents

The Liquidation Analysis assumes 100% recovery for all projected cash and cash equivalents at the Conversion Date.

### Note [2] – Accounts Receivable

Accounts receivable consist of credit card receivables, Intercompany receivables, and other receivables on the Debtors' balance sheet. The Liquidation Analysis assumes 100% of credit card receivables are collectable in the High Case and 90% are collectable in the Low Case, consistent with the advance rate on credit card receivables per the borrowing base of the Prepetition ABL Facility. The Liquidation Analysis assumes 75% of other receivables are collectable in the High Case and 25% are in the Low Case. The Prepetition ABL Facility does not include any availability on account of other receivables. Intercompany receivables are not considered due to Intercompany payables in excess of the Intercompany receivable balance.

### Note [3] – Inventory

The Liquidation Analysis assumes inventory of approximately \$147.0 million as of the Conversion Date. Inventory is assumed to be sold through orderly going-out-of-business sales using all existing stores. Recovery estimates and timelines are based on a third-party appraisal. Estimated recovery is based on the net recovery on cost of inventory, which accounts for costs related to selling through the inventory such as occupancy, payroll, liquidation fees, freight, and other general selling expenses. The Liquidation Analysis assumes that only 75% of the net recovery on cost of inventory is achieved in the High Case, to account for additional

risk associated with Chapter 7, forced nature of the liquidation, and unfavorable seasonality associated with the proposed liquidation timing. The Liquidation Analysis also assumes that the net recovery on cost of inventory in the Low Case is 20% lower than the third-party appraisal estimate used in the High Case, to account for potential changes in market conditions since the appraisal and incremental risk associated with the forced liquidation. The blended range of recoveries on inventory is between 50.1% and 70.1% of book value.

**Note [4] – Prepaid Expenses**

Prepaid expenses consist of prepayments for advertising, insurance, rent and other expenses. The Liquidation Analysis assumes 50% of prepaid insurance is recoverable in the High Case and no prepaid expenses are recoverable in the Low Case.

**Note [5] – Income Tax Receivable**

The Income Tax Receivable represents federal or state tax refunds that the Debtors are entitled to for prior period tax overpayments, subject to the finalization of audits and subsequent payment by relevant tax authorities. The Liquidation Analysis assumes 100% of the estimated refunds are collectable in the High Case but 0% are collectable in the Low Case, due to the risk of audit or position from tax authorities that refunds should be offset against future tax liabilities

**Note [6] – Plant, Property and Equipment**

PP&E assets primarily consist of Machinery and Equipment, Furniture and Fixtures, Computer Hardware, Leasehold Improvements, and Software.

Machinery and Equipment, Furniture and Fixtures, and Computer Hardware are held across the Debtors' stores, distribution centers, and corporate support center. Recoveries are estimated between 2.5% and 5.0%.

Leasehold Improvements are capitalized improvements to leasehold stores, and Construction in Progress are ongoing improvements and IT projects that have not yet been put into service and started being depreciated. No recoveries are expected for either of these.

Software relates to purchased software, much of which has specific applications to the Debtors' business. No recoveries are expected.

The blended recovery range for PP&E is 2.4% to 4.8% of estimated book value.

**Note [7] –Intangibles**

Intangibles are comprised wholly of The Container Store Tradenames. The Liquidation Analysis assumes 7% recovery on the fair market value of Intangibles in the High Case and no recovery in the Low Case, as the liquidation value of the Intangibles would be materially lower than fair market value.

**Note [8] – Other Assets**

Other Long-Term Assets is primarily representative of lease right-of-use assets which are assumed to have zero recovery value. Other Long-Term Assets also includes deposits, investments in subsidiaries, non-qualified retirement plan assets, and other immaterial assets. The blended recovery range for Other Assets is 0.0% to 0.6%.

**Note [9] – Equity in Non-Debtor Subsidiaries**

Equity in Non-Debtor Subsidiaries represents the estimated value of the Debtors' interest in the Elfa Non-Debtor subsidiaries in a liquidation scenario. The recovery value in the Low Case is assumed to be zero as the Elfa Non-Debtor subsidiary is significantly dependent on the Debtors as a customer to achieve profitability and a sustainable level of cash flow generation. If the Debtors were to liquidate, it is unclear if any party would attribute value to the equity of the Non-Debtor subsidiaries and/or be willing to take on the liabilities of the Non-Debtor subsidiaries. The recovery value in the High Case is assumed to be approximately \$11.5 million. A revenue multiple for manufacturing companies, discounted by 50% for the highly distressed nature of the sale, and further reduced by the funded debt outstanding, was used for the High Case estimate.

## **II. WIND DOWN COSTS**

### **Note [10] – Chapter 7 – Legal & Advisor Fees**

Chapter 7 professional fees include costs for restructuring counsel, local counsel, financial advisor, and other professionals. These fees are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

### **Note [11] – Chapter 7 – Trustee Fees**

Consistent with statutory guidelines, the chapter 7 trustee fee is estimated at 3% of total distributions to interested parties. These fees are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

### **Note [12] – Liquidation Fees & Expenses**

Liquidation fees and expenses for realization on Accounts Receivable, PP&E, and Equity in Non-Debtor Subsidiaries are assumed to be 4% of gross recoveries. The Liquidation Analysis assumes the Trustee will retain brokers, auctioneers, and relevant professionals to assist in the marketing and liquidation of these assets. The fees for Accounts Receivable and PP&E liquidation are allocated to ABL recoveries and the fees for Equity in Non-Debtor Subsidiaries liquidation are allocated to Term Loan recoveries.

### **Note [13] – Accrued Payroll & Payroll Taxes**

Accrued payroll and associated taxes are estimates as of the Conversion Date and are assumed to be paid in the normal course as part of the wind down process, as failure to pay these expenses would likely have a destabilizing effect on the orderly wind down of the Debtors' Estates. These costs are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

### **Note [14] – Accrued Sales Taxes**

Accrued sales taxes are estimates as of the Conversion Date and are assumed to be paid in the normal course as part of the wind down process, as failure to pay these expenses would likely have a destabilizing effect on the orderly wind down of the Debtors' Estates. These costs are allocated to the estimated recoveries on ABL priority assets.

### **Note [15] – Other Wind Down Costs**

Other wind down costs include other corporate overhead required to facilitate the liquidation process, including six (6) months of technology cost required to execute transition of data to Chapter 7 Trustee and professionals, 25% of corporate payroll required to transition of knowledge and support the Chapter 7 Trustee and professionals, sales tax incurred in association with the liquidation of assets during the Chapter 7 period, and other indirect G&A costs associated with the liquidation. The Debtors' would need to incur such costs in order to achieve the estimated recoveries on assets. With the exception of sales tax incurred on liquidation of assets, these costs are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

### **Note [16] – Gift Card Realization**

Gift cards are assumed to be accepted during the first 30 days of the going-out-of-business sale period to drive traffic to the stores and online channels. It is assumed that 20% to 40% of gross outstanding gift card balances will be redeemed. The gift card realization is allocated to the estimated recoveries on ABL priority assets.

## **III. SECURED CLAIMS**

### **Note [17] – ABL Claims**

The ABL Claims are estimated to be \$88.3 million, based on \$80.0 million of current outstanding borrowings under the Prepetition ABL Facility, \$7.5 million of committed letters of credit, and \$0.8 million of accrued and unpaid interest and fees. All net recoveries from cash, inventory, accounts receivable, and related assets are used to satisfy these claims in full. The Liquidation Analysis estimates 41.4% to 95.2% on the ABL Claims.

### **Note [18] - Term Loan Claims**

The Term Loan Claims are estimated to be \$166.9 million, including \$3.7 million of accrued and unpaid interest and fees. All net recoveries from Equity in Non-Debtor Subsidiaries are used to satisfy these claims in full. Additionally, the Liquidation Analysis

assumes these claims would be paid from any excess proceeds after payment of the ABL Claims in full. The Liquidation Analysis estimates 0% to 4.4% on the Term Loan Claims.

#### **IV. ADMINISTRATIVE AND PRIORITY CLAIMS**

##### **Note [19] – Administrative and Priority Claims**

Administrative and priority Claims estimates include, but are not limited to, 503(b)(9) Claims, Priority Tax Claims, and accrued expenses and other Administrative Claims as of the Conversion Date. The Liquidation Analysis estimates no recoveries on account of these Claims.

#### **V. UNSECURED CLAIMS**

##### **Note [20] – General Unsecured Claims**

General Unsecured Claims include estimated trade payables and other accrued expenses, lease rejection damage claims, and various other general unsecured claims. The Liquidation Analysis estimates no recovery to Holders of General Unsecured Claims.

- **Accounts Payable, Accrued Expenses and Other Current Liabilities** represent estimates as of the Conversion Date.
- **Lease rejection damage claims** were calculated as the greater of (a) one year's rent or (b) 15% of the remaining lease term, not to exceed three (3) years' rent.

An internal investigation is underway performed to consider the value of any Affirmative Claims. As of the date hereof, while the Investigation is ongoing, the Debtors have not identified any Affirmative Claims that either exist, are expected to have a material value, or are expected to have immaterial value that would exceed the costs of pursuing such claims. As such, no Affirmative Claims are included.

**IT SHOULD BE NOTED THAT NO ORDER OR FINDING HAS BEEN ENTERED OR MADE BY THE BANKRUPTCY COURT ESTIMATING OR OTHERWISE FIXING THE AMOUNT OF CLAIMS AT THE ESTIMATED AMOUNTS OF ALLOWED CLAIMS SET FORTH IN THE LIQUIDATION ANALYSIS. THE ESTIMATE OF THE AMOUNT OF ALLOWED CLAIMS SET FORTH IN THIS LIQUIDATION ANALYSIS SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION OF THE VALUE OF ANY DISTRIBUTION TO BE MADE ON ACCOUNT OF ALLOWED CLAIMS UNDER THE PLAN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT FROM THE AMOUNT OF CLAIMS ESTIMATED IN THIS LIQUIDATION ANALYSIS.**

## EXHIBIT E

### Valuation Analysis

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS OR ANY OF THEIR AFFILIATES.

Solely for purposes of the Plan and the Disclosure Statement,<sup>1</sup> Houlihan Lokey Capital, Inc. (“*Houlihan Lokey*”), as investment banker and financial advisor to the Debtors, has estimated a potential range of total enterprise value (“*Total Enterprise Value*”) and implied equity value (“*Equity Value*”) of the Reorganized Debtors on a going-concern basis and pro forma for the transactions contemplated by the Plan.

In preparing the estimates set forth below, Houlihan Lokey has relied upon the accuracy, completeness, and fairness of financial and other information furnished by the Debtors. Houlihan Lokey did not attempt to independently audit or verify such information, nor did it perform an independent appraisal of the assets or liabilities of the Reorganized Debtors. Houlihan Lokey did not conduct an independent investigation into any of the legal or accounting matters affecting the Reorganized Debtors, and therefore makes no representation as to their potential impact on the Total Enterprise Value.

The valuation information set forth in this section represents a valuation of the Reorganized Debtors based on the application of standard valuation techniques. The estimated values set forth in this section:

- do not purport to constitute an appraisal of the assets of the Reorganized Debtors;
- do not constitute an opinion on the terms and provisions or fairness from a financial point of view to any person of the consideration to be received by such person under the Plan;
- do not constitute a recommendation to any holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan; and
- do not necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors.

In conducting its analysis, Houlihan Lokey, among other things: (a) reviewed certain publicly available business and financial information relating to the Debtors and the specialty retail industry that Houlihan Lokey deemed relevant; (b) reviewed certain internal information relating to the business, earnings, cash flow, capital expenditures, assets, liabilities, and prospects of the Reorganized Debtors, including the Financial Projections, furnished to Houlihan Lokey by the Debtors; (c) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (a) and (b) of this paragraph, as well as their views concerning the Debtors’ and Reorganized Debtors’ business and prospects before and after giving effect to the Plan; (d) reviewed publicly available financial and stock market data for certain other companies in lines of business that Houlihan Lokey deemed relevant; (e) reviewed the financial terms of certain transactions that Houlihan Lokey deemed relevant;

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement to which this Valuation Analysis is attached.

(f) reviewed drafts of the Plan and related transactional documents; and (g) conducted such other financial studies and analyses and took into account such other information as Houlihan Lokey deemed appropriate.

The estimated values set forth herein assume that the Reorganized Debtors will achieve their Financial Projections in all material respects. Houlihan Lokey has relied on the Debtors' representation that the Financial Projections:

- have been prepared in good faith;
- are based on fully disclosed assumptions, which, in light of the circumstances under which they were made, are reasonable;
- reflect the Debtors' best currently available estimates; and
- reflect the good faith judgments of the Debtors.

Houlihan Lokey does not offer an opinion as to the attainability of the Financial Projections. As disclosed in the Disclosure Statement, the future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors and Houlihan Lokey, and consequently are inherently difficult to project. This analysis contemplates facts and conditions known and existing as of December 22, 2024, the date of the Disclosure Statement. Events and conditions subsequent to this date, including updated Financial Projections, as well as other factors, could have a substantial effect upon the Total Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a materially negative effect on the Total Enterprise Value. For purposes of this valuation, Houlihan Lokey has assumed that no material changes that would affect value will occur between December 22, 2024 and the assumed Effective Date projected for purposes of this valuation of January 31, 2025.

In preparing its valuation, Houlihan Lokey performed a variety of financial analyses and considered a variety of factors. The following is a brief summary of the material financial analyses considered by Houlihan Lokey, which consisted of (a) a comparable public company analysis, (b) a precedent transactions analysis, and (c) a discounted cash flow analysis.

This summary does not purport to be a complete description of the analyses performed and factors considered by Houlihan Lokey. The preparation of a valuation analysis is a complex analytical process involving various judgmental determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to particular facts and circumstances, and such analyses and judgments are not readily susceptible to summary description. The following valuation analysis must be considered as a whole and selecting just one methodology or portions of the analysis could create misleading or incomplete conclusions as to enterprise value.

### **Valuation Methodology**

The Total Enterprise Value of the Reorganized Debtors was estimated by primarily relying upon three generally accepted valuation techniques: (i) Comparable Company Analysis, and (ii) Precedent Transactions Analysis, and (iii) Discounted Cash Flow ("**DCF**") analysis.

#### **a. Comparable Company Analysis**

The comparable company analysis estimates the value of a company based on a relative comparison with other publicly traded companies with similar operating and financial characteristics. A group of publicly traded companies was selected based on similar business and financial characteristics to the Reorganized Debtors. Such characteristics include, but are not limited to, similarity in business and business risks, growth prospects, distribution channels, target demographics, market presence, size, and scale of operations. The selection of appropriate comparable companies is often difficult and relies on certain qualitative judgements, as is the case here. The enterprise value for each selected public company is determined by examining the trading

prices for the equity securities of such company in the public markets and adding the outstanding net debt for such company. Such enterprise values are typically expressed as multiples of various measures of financial and operating statistics, most commonly EBITDA, including projected levels of EBITDA. Multiples and representative EBITDA levels for projected calendar year 2024 and calendar year 2025 were used. The Total Enterprise Value of the Reorganized Debtors is calculated by applying these relevant selected multiples to the Reorganized Debtors' historical financials and Financial Projections.

**b. Precedent Transactions Analysis**

The precedent transactions analysis involves identifying and examining public merger and acquisition transactions that involved companies whose business and operating characteristics are generally similar to the Reorganized Debtors, although no selected company is either identical or directly comparable to the Reorganized Debtors. From a review of this group, Houlihan Lokey then developed a range of valuation multiples to apply to the Financial Projections to derive a range of implied enterprise values for the Reorganized Debtors' operations.

**c. Discounted Cash Flow Analysis**

The discounted cash flow analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Houlihan Lokey's discounted cash flow analysis used the Financial Projections and their implied after-tax cash flows through March 31, 2029. These cash flows were then discounted at a range of estimated weighted average costs of capital, which was determined by reference to, among other things, the capital structure of selected companies that are similar to the Debtors in certain respects and the estimated cost of equity of selected publicly traded companies that are similar to the Debtors in certain respects. Houlihan Lokey's discounted cash flow analysis also included an estimate of the value of the Reorganized Debtors for the period beyond March 31, 2029, known as the terminal value. The terminal value was calculated using the Gordon Growth Method, applying a perpetual growth rate to the free cash flow in the final year of the projection period. This value was then discounted back to the assumed Effective Date. The growth rate was informed by the long-term growth prospects of the Reorganized Debtors, as well as industry trends and economic conditions. The discounted cash flow analysis involves complex considerations and judgments concerning appropriate terminal values and discount rates.

**Estimated Total Enterprise Value and Implied Equity Value**

As a result of the analysis described herein, Houlihan Lokey estimated the Total Enterprise Value of the Reorganized Debtors as of the assumed Effective Date of January 31, 2025 to be between approximately \$184 million and \$216 million, with a midpoint of \$200 million. Based on the estimated Total Enterprise Value and assumed net debt of approximately \$176 million as of the Effective Date, the implied Equity Value of the Reorganized Debtors is between approximately \$8 million and \$41 million, with a midpoint of \$24 million.

The estimate of the Total Enterprise Value set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein depending on the results of the Debtors' operations or changes in the financial markets. Additionally, these estimates of value represent hypothetical enterprise and equity values of the Reorganized Debtors as the continuing operator of their businesses and assets, and do not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of any securities to be issued pursuant to the Plan, which may be significantly different than the amounts set forth herein. Such estimates were developed solely for purposes of formulation and negotiation of the Plan and analysis of implied

relative recoveries to creditors thereunder. The value of an operating business such as the Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such businesses.

Houlihan Lokey's estimated valuation range of the Reorganized Debtors does not constitute a recommendation to any Holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan. The estimated value of the Reorganized Debtors set forth herein does not constitute an opinion as to the fairness from a financial point of view to any person of the consideration to be received by such person under the Plan or of the terms and provisions of the Plan. Because valuation estimates are inherently subject to uncertainties, none of the Debtors, the Reorganized Debtors, Houlihan Lokey, nor any other person assumes responsibility for their accuracy or any differences between the estimated valuation ranges herein and any actual outcome.



SOLICITATION VERSION

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

----- X  
 In re: : Chapter 11  
 :  
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-\_\_\_\_\_ (\_\_\_\_)  
 :  
 Debtors.<sup>1</sup> : (Joint Administration Requested)  
 :  
 ----- X

**PREPACKAGED JOINT PLAN OF REORGANIZATION  
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR  
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN SHALL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY. NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK PROMPTLY AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.**

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

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Dated: December 21, 2024  
Houston, Texas

*Proposed Counsel for the Debtors and Debtors in Possession*

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**PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE  
GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE  
BANKRUPTCY CODE**

The Container Store Group, Inc. and each of the other debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used in this Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests therein pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of this Plan. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There also are other agreements and documents, which shall be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Transaction Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE  
ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR  
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

**Article I.  
DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “**Ad Hoc Group**” means that certain ad hoc group of Holders of Prepetition Term Loan Claims advised by the Ad Hoc Group Advisors, as may be reconstituted from time to time.

2. “**Ad Hoc Group Advisors**” means Paul Hastings LLP, AlixPartners, LLP, Greenhill & Co., LLC., and such other professional advisors as are retained by the Ad Hoc Group with the consent of the Debtors (not to be unreasonably withheld).

3. “**Administrative Claim**” means a Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims, to the extent Allowed by the Bankruptcy Court; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in

accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date.

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

11. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, the Federal Rules of Civil Procedure, as applicable to the Chapter 11

Cases or any proceedings therein, and the general, local, and chambers rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

12. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City, New York.

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Collateral**” has the meaning set forth in section 363(a) of the Bankruptcy Code.

15. “**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute demand, right, Lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, lost, debt, fee or expense, damage, judgment, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions relating to or arising from any state or foreign law pertaining to any Avoidance Action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

17. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

18. “**Claims Register**” means the official register of Claims and Interests maintained by the Notice and Claims Agent.

19. “**Class**” means a category of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

20. “**Combined Hearing**” means the hearing conducted by the Bankruptcy Court to consider the final approval of the Disclosure Statement and final Confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

21. “**Combined Order**” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to sections 1125, 1126(b), and 1145 of the Bankruptcy Code and confirming this Plan



pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent with the terms and conditions of the Transaction Support Agreement and otherwise in form and substance acceptable to the Debtors and the Required Consenting Term Lenders.

22. “**Compensation and Benefits Programs**” means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of equity interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

23. “**Confirmation**” means the entry of the Combined Order or any Final Order Confirming the Plan entered by the Bankruptcy Court on the docket of the Chapter 11 Cases.

24. “**Confirmation Date**” means the date on which Confirmation occurs.

25. “**Consenting Stakeholders**” means, collectively, the Consenting Stockholders and Consenting Term Lenders.

26. “**Consenting Stockholders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, Existing Equity Interests that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

27. “**Consenting Term Lenders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

28. “**Cure Cost**” means any and all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

29. “**D&O Insurance Policies**” means, collectively, all insurance policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors’ current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

30. “**DIP ABL Credit Facility Documents**” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents,

instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

31. “**DIP Budget**” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

32. “**Debtor Release**” means the releases set forth in Article IX.B.

33. “**Debtors**” has the meaning set forth in the preamble to this Plan.

34. “**Definitive Documents**” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.

35. “**DIP & Exit ABL Commitment Letter**” means the debtor-in-possession revolving credit facility and exit revolving credit facility commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).

36. “**DIP ABL Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.

37. “**DIP ABL Credit Facility**” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.

38. “**DIP ABL Lender**” means Eclipse Business Capital LLC.

39. “**DIP ABL Loan Agent**” means Eclipse Business Capital LLC as the administrative agent and collateral agent under the DIP ABL Credit Agreement.

40. “**DIP ABL Loan Agent Advisors**” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

41. “**DIP ABL Loan Claims**” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

42. “**DIP Agents**” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

43. “**DIP Backstop Allocation Schedule**” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

44. “**DIP Backstop Parties**” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

45. “**DIP Claims**” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “**DIP Commitment Premium**” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

47. “**DIP Credit Agreements**” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

48. “**DIP Equity Premium**” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal sixty four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

49. “**DIP Facilities**” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Credit Facility.

50. “**DIP Facilities Documents**” means the DIP Term Loan Facility Documents and the DIP ABL Credit Facility Documents, including the Fronting Letter, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, any payoff letter in respect of the Prepetition ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegees thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

60. “**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

61. “**DIP Term Loan Facility Documents**” means the DIP/Cash Collateral Orders, the DIP Term Loan Credit Agreement, and DIP Intercreditor Agreement together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

62. “**DIP Term Loans**” means the New Money DIP Term Loans and the DIP Roll-Up Term Loans.

63. “**DIP/Cash Collateral Motion**” means the motion(s) seeking approval of the Debtors’ use of Cash Collateral and requesting approval to obtain the DIP Facilities on terms substantially the same as those set forth in the Transaction Support Agreement (including the term sheets attached thereto) and the DIP Facilities Documents.

64. “**DIP/Cash Collateral Orders**” means, together, the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order.

65. “**Disclosure Statement**” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time in a manner acceptable to the Debtors and Required Consenting Term Lenders, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

66. “**Disputed**” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed, but has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

67. “**Distribution Agent**” means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

68. “**Distribution Record Date**” means, other than with respect to publicly held securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date agreed to by the Debtors and the Required DIP Term Lenders, subject to Article VIII.

69. “**DTC**” means the Depository Trust Company or any successor thereto.

70. “**Effective Date**” means the date on which all conditions specified in Article VIII.A have been (a) satisfied or (b) waived pursuant to Article VIII.B. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter with the consent of the Debtors and the Required Consenting Term Lenders.

71. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

72. “**Estate**” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “**Exculpated Party**” means, each in its capacity as such, (a) each Debtor, and (b) solely to the extent they are Estate fiduciaries, each of the Debtors’ Related Parties.

75. “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “**Existing Equity Interest**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “**Exit ABL Agent**” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “**Exit ABL Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “**Exit ABL Loans**” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “**Exit Facility Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “**Exit Facility Agents**” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “**Exit Term Lenders**” means the lenders holding the Exit Term Loans.

86. “**Exit Term Loan Agent**” means Acquiom Agency Services LLC, in its capacity as administrative agent and collateral agent under the Exit Term Loan Credit Agreement and any replacement or successor agent thereto.

87. “**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

88. “**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

89. “**Exit Term Loans**” means First-Out Exit Term Loans and Second-Out Exit Term Loans.

90. “**File**” or “**Filed**” or “**Filing**” means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

91. “**Final DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

92. “**Final Order**” means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to

appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

93. “**First Day Pleadings**” means any petition, motion, application, or proposed order filed at the commencement of the Chapter 11 Cases that the Debtors determine are necessary or desirable to file with the Bankruptcy Court.

94. “**First-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP Commitment Premium).

95. “**Fronting Letter**” means the fronting letter with the fronting bank regarding the seasoning or syndication process.

96. “**General Administrative Claim**” means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Fees and Expenses (in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable), a DIP Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

97. “**General Unsecured Claim**” means any Unsecured Claim including (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts (if any) and (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

98. “**Governance Term Sheet**” means the term sheet setting forth the preliminary material terms in respect of the corporate governance of Reorganized Parent to be included in the Plan Supplement, including all exhibits and schedules thereto, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement.

99. “**Governmental Unit**” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

100. “**Holder**” means an Entity holding a Claim or Interest, as applicable.

101. “**Impaired**” means, with respect to any Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

102. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees,

accountants, investment bankers, attorneys, and other professionals of the Debtors, and each of the foregoing solely in their capacity as such.

103. **“Insurance Contracts”** means (a) any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior Affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns; (b) any and all agreements, documents, surety bonds, or other instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all D&O Insurance Policies, and any and all Workers’ Compensation Contracts; and (c) any and all collateral documents and security agreements securing the Debtor’s obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior Affiliates, subsidiaries, and parents or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

104. **“Insurer”** means any company or other Entity that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

105. **“Intercompany Claim”** means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

106. **“Intercompany Interest”** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

107. **“Interests”** means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Debtor or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

108. **“Interim DIP/Cash Collateral Order”** means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

109. **“Joinder”** means a joinder to the Transaction Support Agreement, substantially in the form attached as Exhibits C or D thereto, providing, among other things, that such Person signatory thereto is bound by the terms of the Transaction Support Agreement to the extent provided therein.

110. **“Lien”** means a lien as defined in section 101(37) of the Bankruptcy Code.

111. **“Local Rules”** means the Bankruptcy Local Rules for the Southern District of Texas.



112. “**Management Incentive Plan**” means, the management incentive plan to be adopted by the Reorganized Board on or around the Effective Date, which shall provide for the issuance of up to 10% of the New Equity Interests to management, key employees, and/or directors of the Reorganized Debtors of the fully diluted New Equity Interests.

113. “**New Equity Interests**” means the outstanding equity interests in Reorganized Parent to be authorized, issued, or reserved on the Effective Date, which interests may be membership interests of a limited liability company or common equity interests of a corporation.

114. “**New Money DIP Term Loan Claim**” means any Claim arising under or related to the New Money DIP Term Loans.

115. “**New Money DIP Term Loans**” means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

116. “**New Organizational Documents**” means the new Organizational Documents of Reorganized Parent and its direct or indirect subsidiaries, after giving effect to the Restructuring Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document.

117. “**Non-Debtor Affiliates**” means all of the Affiliates of the Debtors, other than the other Debtors.

118. “**Notice and Claims Agent**” means Kurtzman Carson Consultants, LLC dba Verita Global, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to an order of the Bankruptcy Court.

119. “**Organizational Documents**” means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders’ agreements, members’ agreement, or equivalent governing documents.

120. “**Other Priority Claim**” means any Allowed Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

121. “**Other Secured Claim**” means any Allowed Secured Claim other than the DIP ABL Loan Claims, DIP Term Loan Claims, Prepetition ABL Claims and Prepetition Term Loan Claims.

122. “**Parent**” means The Container Store Group, Inc., a Delaware corporation with a mailing address of 500 Freeport Parkway, Coppell, TX 75019.

123. “**Person**” means a person as defined in section 101(41) of the Bankruptcy Code.

124. “**Petition Date**” means the date on which the Debtors file their voluntary chapter 11 petitions, which is expected to occur on or about December 22, 2024.

125. “**Plan**” means this prepackaged joint plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

126. “**Plan Supplement**” means one or more supplemental appendices to this Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to this Plan, in each case subject to the provisions of the Transaction Support Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List, (e) a schedule of retained Causes of Action, (f) the Governance Term Sheet; (g) the Restructuring Transaction Steps Memorandum; and (h) such other documents as may be specified in this Plan.

127. “**Plan Supplement Filing Date**” means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least five (5) Business Days before the deadline to File objections to Confirmation.

128. “**Prepetition ABL Claims**” means any and all Claims arising under, derived from, or based upon the Prepetition ABL Facility including, without limitation, all Obligations (as defined in the Prepetition ABL Credit Agreement).

129. “**Prepetition ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

130. “**Prepetition ABL Facility**” means the senior secured asset based revolving credit facility under the Prepetition ABL Credit Agreement.

131. “**Prepetition ABL Facility Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility, and any replacement or successor agent thereto.

132. “**Prepetition ABL Facility Agent Advisors**” means Simpson Thacher & Bartlett LLP, as legal counsel, Berkeley Research Group, LLC, as financial advisor, and such other professional advisors as are retained by the Prepetition ABL Facility Agent or the Exit ABL Agent with the consent of the Debtors (not to be unreasonably withheld).

133. “**Prepetition ABL Facility Documents**” means the Prepetition ABL Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition ABL Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

134. “**Prepetition ABL Lenders**” means Holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Prepetition ABL Claims.

135. “**Prepetition ABL Loans**” means the loans under the Prepetition ABL Facility, consisting of all Claims and obligations arising under or related to the \$100 million Prepetition ABL Facility, including (i) an aggregate principal amount of approximately \$80 million of borrowings outstanding thereunder and (ii) approximately \$20 million of undrawn revolving commitments (including \$7.533 million in issued and outstanding letters of credit) plus, in each case, any accrued but unpaid fees and interest in respect thereof.

136. “**Prepetition Agents**” means the Prepetition ABL Facility Agent and the Prepetition Term Loan Agent.

137. “**Prepetition Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, relating to the Prepetition Term Loans, the Prepetition ABL Facility, as amended, restated, modified, or supplemented from time to time.

138. “**Prepetition Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement and any replacement or successor agent thereto.

139. “**Prepetition Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP and such other professional advisors as are retained by the Prepetition Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

140. “**Prepetition Term Loan Claims**” means Claims arising under or related to the Prepetition Term Loan Credit Agreement.

141. “**Prepetition Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, as may be amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

142. “**Prepetition Term Loan Documents**” means the Prepetition Term Loan Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition Term Loans, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

143. “**Prepetition Term Loans**” means the senior secured first-lien term loans issued pursuant to the Prepetition Term Loan Credit Agreement.

144. “**Priority Tax Claim**” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. “**Pro Rata Share**” means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

146. “**Professional Fee Claim**” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (subject to any applicable agreements by such Retained Professional with respect thereto).

147. “**Professional Fee Escrow Account**” means a segregated interest-bearing account funded by the Debtors with Cash no later than two (2) Business Days before the anticipated Effective Date in an amount equal to the Professional Fee Escrow Amount.

148. “**Professional Fee Escrow Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (i) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (ii) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

158. “**Reorganized Board**” means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. “**Reorganized Debtors**” means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. “**Reorganized Parent**” means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. “**Representatives**” means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. “**Required Consenting Lenders**” means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. “**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. “**Required DIP Term Lenders**” means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. “**Restructuring Fees and Expenses**” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

166. “**Restructuring Transaction Steps Memorandum**” means the document setting forth the sequence of certain Restructuring Transactions.

167. “**Restructuring Transactions**” means the transactions described in Article IV.B.

168. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered before the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

169. “**SEC**” means the United States Securities and Exchange Commission.

170. “**Second-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted DIP Roll-Up Term Loans.

171. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to this Plan or order of the Bankruptcy Court as a Secured Claim.

172. “**Securities**” means any instruments that qualify as a “security” under Section 2(a)(1) of the Securities Act.

173. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

174. “**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

175. “**Solicitation Procedures Motion**” means the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* to be filed on the Petition Date.

176. “**Solicitation Procedures Order**” means an order of the Bankruptcy Court granting the relief requested in the Solicitation Procedures Motion.

177. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of its Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of its Affiliates.

178. “**Third-Party Release**” means the releases given by the Releasing Parties to the Released Parties in Article IX.C.

179. “**Transaction Support Agreement**” means that certain Transaction Support Agreement entered into on December 21, 2024, among the Debtors, Consenting Stockholders and the Consenting Term Lenders and any exhibits, schedules, attachments, or appendices thereto (in each case, as such may be amended, modified, or supplemented in accordance with its terms).

180. “**Transaction Term Sheet**” means the term sheet attached as Exhibit B to the Transaction Support Agreement, together with the exhibits and appendices annexed thereto.

181. “**Transfer Agreement**” means the transfer agreement, substantially in the form attached as Exhibit D to the Transaction Support Agreement, providing, among other things, that a transferee is bound by the terms of the Transaction Support Agreement.

182. “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

183. “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

184. “**United States**” means the United States of America, its agencies, departments, or agents.

185. “**United States Trustee**” means the Office of the United States Trustee for the Southern District of Texas.

186. “**United States Trustee Statutory Fees**” means all fees due under 28 U.S.C § 1930(a)(6).

187. “**Unsecured Claim**” means a Claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

188. “**Voting Class**” means Class 3 (Prepetition Term Loan Claims).

189. “**Workers’ Compensation Contracts**” means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation Insurance Contracts.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; (k) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (m) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (o) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (p) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (q) references to docket numbers are references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system; and (r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.



2. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified herein, any references to the “Effective Date” shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in this Plan to monetary figures refer to currency of the United States, unless otherwise expressly provided.

4. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the “Debtors” or to the “Reorganized Debtors” mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights*

Notwithstanding anything to the contrary in this Plan, the Combined Order, or the Disclosure Statement, any and all consent, consultation, and approval rights set forth in the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, including rights and limitations with respect to the form and substance of any Definitive Document (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein. In case of a conflict with respect to consent, consultation, or approval rights between the Transaction Support Agreement or a Plan Document, on the one hand, and the Plan, on the other hand, the former shall control and govern.

D. *Appendices and Plan Supplement*

The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Combined Order.

E. *Deemed Acts*

Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Combined Order without any further act by any party.

**Article II.**

**ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS,  
OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. To the extent applicable, a Claim or Interest is placed in a particular Class for all purposes, including voting, Confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions (if any) under this Plan only

to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

A. *Administrative Claims*

1. General Administrative Claims

Subject to the terms of the Transaction Support Agreement, the Combined Order, and the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or before the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided*, that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid by such applicable Debtor or Reorganized Debtor in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.

2. Professional Fee Claims

a. *Professional Fee Applications*

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided*, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Professional Fee Escrow Account*

No later than the anticipated Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount.

The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

c. *Professional Fee Escrow Amount*

No later than five (5) days before the anticipated Effective Date, each Retained Professional shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the MIP), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims

have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; (2) Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.

E. *United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

F. *Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable (unless otherwise provided in any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or United States Trustee review or approval (unless otherwise provided in any other order of the Bankruptcy Court), or without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated before and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred before and as of the Effective Date shall be submitted to the

Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, pre-Effective Date Restructuring Fees and Expenses related to this Plan and the implementation, consummation, and defense of this Plan and the Restructuring Transactions, incurred before the Effective Date, in accordance with any engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

G. *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date that are agreed to be paid by the Reorganized Debtors. Without in any way limiting the foregoing, the Reorganized Debtors will pay in Cash all reasonable and documented fees and expenses of the Ad Hoc Group Advisors in accordance with the terms of the Transaction Support Agreement. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

**Article III.**

**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. *Classification of Claims*

This Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class shall exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.G. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled before the Effective Date.

**Summary of Classification and Treatment of Claims and Interests**

| <b>Class</b> | <b>Claim</b>         | <b>Status</b> | <b>Voting Rights</b> |
|--------------|----------------------|---------------|----------------------|
| 1            | Other Secured Claims | Unimpaired    | Presumed to Accept   |

|   |  |                          |  |
|---|--|--------------------------|--|
| 2 | Prepetition ABL Claims                     | Unimpaired               | Presumed to Accept                       |
| 3 | <b><i>Prepetition Term Loan Claims</i></b> | <b><i>Impaired</i></b>   | <b><i>Entitled to Vote</i></b>           |
| 4 | General Unsecured Claims                   | Unimpaired               | Presumed to Accept                       |
| 5 | Subordinated Claims                        | Impaired                 | Deemed to Reject                         |
| 6 | Intercompany Claims                        | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 7 | Intercompany Interests                     | Impaired /<br>Unimpaired | Deemed to Reject /<br>Presumed to Accept |
| 8 | Existing Equity Interests                  | Impaired                 | Deemed to Reject                         |

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), shall, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan. Holders of Other Secured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. *Class 2 — Prepetition ABL Claims*

- a. *Classification:* Class 2 consists of all Prepetition ABL Claims.
- b. *Allowance:* any “Obligations” (as defined in the Prepetition ABL Credit Agreement) outstanding as of the Effective Date shall be Allowed pursuant to the terms of the Prepetition ABL Credit Agreement.
- c. *Treatment:* Upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim shall have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash

(including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such “Obligations” shall receive treatment as necessary to render such Claims Unimpaired, including repayment in Cash of any such Claims required to be satisfied in Cash pursuant to the terms of the Prepetition ABL Credit Agreement.

- d. *Voting:* Class 2 is Unimpaired, and Holders of Prepetition ABL Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Prepetition ABL Claims are not entitled to vote to accept or reject this Plan. Holders of Prepetition ABL Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

3. *Class 3 — Prepetition Term Loan Claims*

- a. *Classification:* Class 3 consists of all Prepetition Term Loan Claims.
- b. *Allowance:* Prepetition Term Loan Claims shall be deemed Allowed in the aggregate principal amount of \$163,125,321.74 plus any accrued and unpaid interest as of the Petition Date, *less* the amount of Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims.
- c. *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.
- d. *Voting:* Class 3 is Impaired, and Holders of Prepetition Term Loan Claims are entitled to vote to accept or reject this Plan.

4. *Class 4 — General Unsecured Claims*

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Subject to Article V.C and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; *provided, however*, that no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.
- c. *Voting:* Class 4 is Unimpaired, and Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of

the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan. Holders of General Unsecured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

5. Class 5 — Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* On the Effective Date, each Subordinated Claim shall be cancelled, released and extinguished, and each Holder of a Subordinated Claim shall not receive or retain any distribution, property, or other value on account of its Subordinated Claim.
- c. *Voting:* Class 5 is Impaired and not receiving any distribution under this Plan, and Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Subordinated Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 — Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.
- c. *Voting:* Class 6 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 — Intercompany Interests

- a. *Classification:* Class 7 consists of all Intercompany Interests.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.
- c. *Voting:* Class 7 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Interests are conclusively presumed to have accepted this Plan



pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan.

8. Class 8 — Existing Equity Interests

- a. *Classification:* Class 8 consists of all Existing Equity Interests.
- b. *Treatment:* Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests shall be canceled, released, discharged, and extinguished, and shall be of no further force or effect.
- c. *Voting:* Class 8 is Impaired and not receiving any distribution under this Plan, and Holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan.

C. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

Claims in Classes 1, 2 and 4 are Unimpaired under this Plan and their Holders are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2 and 4 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Classes

Claims in Class 3 are Impaired under this Plan and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject this Plan, including by acting through a voting Representative. For purposes of determining acceptance and rejection of this Plan, votes shall be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 (or, if applicable, the voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in any Class entitled to vote to accept or reject this Plan that is not Allowed pursuant to this Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of this Plan

Claims and Interests in Class 5 and 8 are Impaired and will receive no distribution under this Plan and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on this Plan and the votes of such

Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims and Interests shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of this Plan or Deemed Rejection of this Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under this Plan and, therefore, deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims entitled to vote (*i.e.*, Class 3). The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article XI to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to

section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept this Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date, absent consensual resolution of such controversy consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Interests on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in this Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

**Article IV.**  
**MEANS FOR IMPLEMENTATION OF THIS PLAN**

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan and this Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI, distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person. Notwithstanding the foregoing or similar provisions of this Plan with respect to settlements, such settlements are approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests is approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

B. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5) all other actions that the Debtors, the Reorganized Debtors and/or the applicable Entities reasonably determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Combined Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the

Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate this Plan).

C. *Corporate Existence*

Except as otherwise provided in this Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this Article

IV shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this Article IV shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate



or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder's share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

1. Absence of Listing / Transfer of New Equity Interests

On the Effective Date, the Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions shall be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New Equity Interests shall be that number of shares or membership interests as may be designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

I. *Exemption from Registration Requirements*

No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under this Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III and pursuant to the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are "underwriters" as that term is defined in such section; (2) restrictions under the

Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

#### J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity’s or Person’s receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to this Plan.

3. Management Incentive Plan

After the Effective Date, the Reorganized Board shall adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized Board in its sole discretion.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX below, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause

of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to this Article IV.N include any Claim or Cause of Action released or exculpated under this Plan (including, without limitation, by the Debtors).

O. *Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for each of the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and incurrence of the Exit Facilities; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form before the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

The authorizations, approvals and directives contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy Law.

P. *Prepetition Intercreditor Agreement*

Notwithstanding anything to the contrary in this Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims shall not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement shall be deemed so amended to the extent necessary to effectuate same.

Q. *Effectuating Documents; Further Transactions*

Before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of this Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to this Plan or the Transaction Support Agreement.

R. *Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of this Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

S. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

T. *Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

U. *Modifications to Executory Contracts and Unexpired Leases*

The Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

**Article V.**  
**TREATMENT OF EXECUTORY CONTRACTS**  
**AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Rejected Executory Contract/Unexpired Lease List shall be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything herein to the contrary, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease shall be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease shall be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease shall be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

*B. Payments on Assumed Executory Contracts and Unexpired Leases*

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

**Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.**

**Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided*, that the Debtors, with the consent of the Required Consenting Lenders may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date.

*C. Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to this Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. **Any Rejection Damages Claims that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection



Damages Claims shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.

Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); *provided*, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, shall be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date shall survive and remain unaffected by entry of the Combined Order.

E. *Reservation of Rights*

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.

F. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Insurance Policies (including any "tail coverage" and all agreements, documents, or instruments related thereto) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with

and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, shall be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements

shall be assumed and governed by the terms thereof. Subject to the preceding sentence, no counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to this Plan other than those applicable immediately before such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

**Article VI.**  
**PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors before the Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Special Rules for Distributions to Holders of Disputed Claims*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and

until all objections to the Disputed Claim have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

C. *Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date and Indemnification

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes in connection with this Plan, but excluding any income, franchise, or similar taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to distributions in respect of Securities deposited with DTC, the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other Representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

All distributions to Holders of DIP Claims shall be made to the DIP Agents or the Exit Term Loan Agent, as applicable, and the DIP Agents or the Exit Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

All distributions to Holders of Prepetition Term Loan Claims shall be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

### 3. Minimum Distributions

Notwithstanding any provision in this Plan to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ( $\frac{1}{2}$ ) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ( $\frac{1}{2}$ ) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC shall be treated as a single Holder.

### 4. Undeliverable Distributions

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

### E. *Compliance with Tax Requirements; Allocations*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors and any other applicable Distribution Agent (including for purposes of this Article VI, the Debtors) shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions hereunder and under all related agreements shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and any other applicable Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (a) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (b) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Notwithstanding any provision in this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this Article VI shall be treated as if distributed to the Holder of the Allowed Claim.

Any Person or Entity entitled to receive any property as an issuance or distribution under this Plan shall, upon request of the Reorganized Debtors or any other applicable Distribution Agent, deliver to the applicable Reorganized Debtor or any other applicable Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, an IRS Form W-9 or, if the payee is a foreign Person or Entity, an applicable IRS Form W-8 (together with all attachments), or any other forms or documents reasonably requested by a Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any Governmental Unit.

The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts*

Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, or the Combined Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

1. on and after the Effective Date, all Insurance Contracts (a) are found to be and shall be treated as, Executory Contracts under this Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (b) shall vest in the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions, and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts and as to which no Proof of Claim, Administrative Claim, or Cure Cost claim need be filed; and

2. solely with respect to Insurance Contracts, which, for avoidance of doubt, includes any and all collateral or security securing the Debtor's obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in this Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (a) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (b) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) workers' compensation claims, (ii) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in this Plan to proceed with its claim, and (iii) all costs in relation to each of the foregoing; and (c) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts and/or applicable non-bankruptcy law.

G. *Allocation of Distributions Between Principal and Interest*

Except as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated for United States federal (and applicable state and local) income tax purposes first to the principal portion of such Allowed Claim and, thereafter, to the remaining portion of such Allowed Claim, if any.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Combined Order, the DIP/Cash Collateral Orders, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

I. *Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in United States dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary herein, nothing in this Plan or the Combined Order shall modify the rights, if any, of any counterparty to a rejected Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy law or non-bankruptcy law, including, but not limited to, the (1) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their rejected Unexpired Lease(s) with the Debtors, or any successors to the Debtors, under this Plan, (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (3) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

K. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment

on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Insurers

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Insurance Contracts

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

**Article VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *No Filings of Proofs of Claim*

Except as otherwise provided in this Plan, Holders of Claims shall not be required to File a Proof of Claim, and except as provided in this Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection



to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. **Except as otherwise provided herein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance and Disallowance of Claims*

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

C. *Claims Administration Responsibilities*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

**Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to**

**by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

**Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.**

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. *Adjustment to Claims or Interests without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

**Article VIII.  
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to the provisions of Article VIII.B:

1. The Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period shall have occurred and remain occurring, and the Transaction Support Agreement shall not have been validly terminated before the Effective Date.

2. The DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Term Loan Facility shall not have been validly terminated before the Effective Date.

3. Any non-technical and/or immaterial amendments, modifications or supplements to this Plan have been consented to by the Debtors and the Required Consenting Term Lenders.

4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, shall have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order, and such order shall be in a Final Order and shall remain in full force and effect.

6. The final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and this Plan.

7. The Bankruptcy Court shall have entered the Combined Order, which shall be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from this Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with this Plan and shall:

- a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- b. be in form and substance acceptable to the Required DIP Term Lenders;
- c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;
- d. decree that the provisions in the Combined Order and this Plan are nonseverable and mutually dependent;
- e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under this Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by this Plan and the Plan Supplement, including the Management Incentive Plan;
- f. authorize the implementation of this Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods shall have expired or been terminated.

10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.

11. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.

12. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

13. The Restructuring Fees and Expenses shall have been paid in full in Cash (subject to any order of the Bankruptcy Court).

14. The restructuring to be implemented on the Effective Date shall be consistent with this Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.

15. There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of this Plan on the Effective Date:

1. The Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized Parent and distributed in accordance with the terms of this Plan.

2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in this Plan) shall have been validly issued by Reorganized Parent, shall be fully paid and non-assessable, and shall be free and clear of all taxes, Liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, shall be or have been, as applicable, funded and closed and be in full force and effect.

4. The Releases set forth in this Plan shall be in full force and effect.

5. The Debtors shall have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors shall complete the termination of registration of all Securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Effective Date.

*B. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*C. Effect of Non-Occurrence of Conditions to the Effective Date*

If the Confirmation of this Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

*D. Substantial Consummation*

“Substantial consummation” of this Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

**Article IX.**

**DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Discharge of Claims and Termination of Interests*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Combined Order, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into, the distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, rights against, and Interests in, the Debtors, the Reorganized Debtors, the Estates, or any of their assets or properties,

regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

**B. *Releases by the Debtors***

**To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction,**

(8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

**C. *Releases by Holders of Claims and Interests***

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the

Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### **D. *Exculpation***

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement,



the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

**E. *Permanent Injunction***

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to

**Article IX** hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

**F. *SEC Reservation of Rights***

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Combined Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of this Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to this Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with this Plan or the Combined Order;

L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of this Plan or the Combined Order;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Combined Order, or the Disclosure Statement;

Q. enter an order or final decree concluding or closing the Chapter 11 Cases;

R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;

S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

**Article XI.**  
**MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN**

A. *Modification of Plan*

Subject to the terms of the Transaction Support Agreement and the limitations contained in this Plan, the Debtors or Reorganized Debtors reserve the right to, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify this Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify this Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan upon order of the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims pursuant to this Plan, the Debtors may, with the consent of the Required Consenting Term Lenders, make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Supplement and/or the Combined Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

B. *Effect of Confirmation on Modifications*

Entry of the Combined Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur*

Subject to the occurrence of the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw this Plan before the entry of the Combined Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of this Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

**Article XII.**  
**MISCELLANEOUS PROVISIONS**

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the documents and instruments contained in the Plan

Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (1) shall receive or retain any property, or interest in property, under this Plan, (2) has filed a Proof of Claim in the Chapter 11 Cases (if applicable) or (3) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan. The Combined Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

Subject to the terms of the Transaction Support Agreement, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

C. *Payment of United States Trustee Statutory Fees*

All United States Trustee Statutory Fees due and payable to the United States Trustee before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, any and all United States Trustee Statutory Fees shall be paid to the United States Trustee when due and payable. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall each file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due, until the earliest of the Debtors' or Reorganized Debtors' case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The United States Trustee shall not be required to File a request for an Administrative Claim for United States Trustee Statutory Fees, and shall not be treated as providing any release under this Plan.

D. *Reservation of Rights*

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order. None of the filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, Representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Combined Order, each of the Reorganized Debtors (1) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or

arising out of the operations or the assets of the Debtors on or before the Effective Date, (2) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor before the Effective Date, and (3) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

| <b>Debtors</b>  | <b>Counsel to the Debtors</b>   |
|---|---|
| <p>The Container Store Group, Inc.<br/>500 Freeport Parkway,<br/>Coppell, TX 75019<br/>Attn: Tasha Grinnell</p>   | <p>Hunton Andrews Kurth LLP<br/>600 Travis Street, Suite 4200<br/>Houston, TX 77002<br/>Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, Philip M. Guffy<br/>and<br/>Latham &amp; Watkins LLP<br/>1271 Avenue of the Americas<br/>New York, NY 10020<br/>Attn: George A. Davis, Hugh Murtagh<br/>and<br/>Latham &amp; Watkins LLP<br/>355 South Grand Avenue, Suite 100<br/>Los Angeles, CA 90071<br/>Attn: Ted A. Dillman</p> |
| <b>United States Trustee</b>  | <b>Counsel to the Ad Hoc Group</b>  |
| <p>Office of the United States Trustee for the Southern District of Texas<br/>Trustee 515 Rusk Street, Suite 3516<br/>Houston, TX 77002<br/>Attn: Ha Nguyen, Vianey Garza</p> | <p>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch<br/>and<br/>Paul Hastings LLP<br/>600 Travis Street, Floor 58<br/>Houston, TX, 77002<br/>Attn: Schlea Thomas<br/>and<br/>Paul Hastings LLP<br/>2001 Ross Avenue, Suite 2700<br/>Dallas, TX 75201<br/>Attn: Charles Persons</p>  |

| Counsel to the DIP Term Loan Agents   | Counsel to DIP ABL Loan Agent  |
|---|--|
| Paul Hastings LLP<br>200 Park Avenue<br>New York, NY 10166<br>Attn: Alex Cota, Liz Loonam | Riemer & Braunstein LLP,<br>Times Square Tower, Seven Times Square, Suite<br>2506<br>New York, NY 10036<br>Attn: Donald E. Rothman<br><br>and<br><br>Frost Brown Todd LLP<br>2101 Cedar Springs Road, Suite 900<br>Dallas, TX 75201<br>Attn: Rebecca L. Matthews |

H. *Term of Injunctions or Stays*

Unless otherwise provided in this Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided*, that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in this Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/thecontainerstore> or the Bankruptcy Court's website at [www.txs.uscourts.gov](http://www.txs.uscourts.gov). To the extent any exhibit or document is inconsistent with the terms of this Plan,



unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, before Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Transaction Support Agreement, the Disclosure Statement, or any order entered before Confirmation (for avoidance of doubt, not including the Combined Order) referenced in this Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, however*, that the parties to the Transaction Support Agreement shall use commercially reasonable efforts to eliminate any such inconsistency by agreement prior to the provisions of this section becoming applicable and enforceable; *provided, further*, that the foregoing shall not abrogate any party's consent rights. To the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Combined Order, the Combined Order shall govern and control.

O. *No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Stakeholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors,

actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting Classes in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in “good faith” under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals, or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.



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

----- x  
 In re: : Chapter 11  
 :  
 : Case No. 24-90627 (ARP)  
 THE CONTAINER STORE GROUP, INC., *et al.*, :  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
 :  
 ----- :x

**CERTIFICATE OF SERVICE**

I, Darlene S. Calderon, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 21, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the Class 3 Term Loan Claimants service list attached hereto as **Exhibit A**:

- **Ballot for Holders in Class 3 (Term Loan Claims) for Voting to Accept or Reject the Joint Prepackaged Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Substantially in the form attached as Exhibit 2 to Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]

*(Continued on the following page)*

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freepoint Parkway, Coppell, TX 75019.

- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 19]

Dated: December 23, 2024

/s/ Darlene S. Calderon

Darlene S. Calderon

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

# Exhibit A

**Exhibit A**  
**Class 3 - Term Loan Claimants**  
**Served via Electronic Mail**

| CreditorName   | Email                 |
|--|-----------------------|
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED                       | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD                            | Email Address on File |
| AMMC CLO 18 LTD  | Email Address on File |
| AMMC CLO 22, LIMITED   | Email Address on File |
| AMMC CLO XI, LIMITED   | Email Address on File |
| ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.                           | Email Address on File |
| CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND               | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND                      | Email Address on File |
| CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND                                      | Email Address on File |
| GC ADVISORS LLC - GEMS 6 SUB 2, LLC  | Email Address on File |
| GC ADVISORS LLC - GEMS 6I SUB 1, L.P.  | Email Address on File |
| GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.  | Email Address on File |
| GC FINANCE OPERATIONS TRUST  | Email Address on File |
| GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC                                       | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.              | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP                  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1 | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1   | Email Address on File |
| JPMORGAN BK BRANCH - 0802  | Email Address on File |
| LCM 27 LTD.  | Email Address on File |
| LCM 28 LTD.  | Email Address on File |
| LCM 30 LTD.  | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 26 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 29 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 31 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 32 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 33 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 36 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.                           | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM XXIV LTD  | Email Address on File |
| LCM ASSET MANAGEMENT LLC-LCM 37 LTD  | Email Address on File |
| LCM EURO II LLC-LCM 39 LTD   | Email Address on File |
| LCM EURO II LLC-LCM 40 LTD   | Email Address on File |

**Exhibit A**  
**Class 3 - Term Loan Claimants**  
**Served via Electronic Mail**

| CreditorName   | Email                 |
|--|-----------------------|
| LCM EURO LLC - LCM 35 LTD.   | Email Address on File |
| LCM EURO LLC-LCM 34, LTD   | Email Address on File |
| LCM EURO LLC-LCM 38 LTD.   | Email Address on File |
| LCM XIII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XIV LIMITED PARTNERSHIP  | Email Address on File |
| LCM XV LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVI LIMITED PARTNERSHIP  | Email Address on File |
| LCM XVII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVIII LIMITED PARTNERSHIP  | Email Address on File |
| LCM XXII LTD.  | Email Address on File |
| LCM XXIII LTD.   | Email Address on File |
| LCM XXV LTD.   | Email Address on File |
| LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND | Email Address on File |
| MJX AM - VENTURE 37 CLO, LIMITED.  | Email Address on File |
| MJX AM - VENTURE XXIII CLO LIMITED   | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED                                | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED                              | Email Address on File |
| MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.                                    | Email Address on File |
| MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD                                  | Email Address on File |
| MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED                            | Email Address on File |
| MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED                         | Email Address on File |
| NASSAU 2018-II LTD.  | Email Address on File |
| NASSAU 2019-I LTD.   | Email Address on File |
| NASSAU 2019-II LTD.  | Email Address on File |
| NASSAU 2021-I LTD.   | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD                                    | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD                                     | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD                  | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.               | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD                   | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD                  | Email Address on File |
| VENTURE 28A CLO, LIMITED   | Email Address on File |
| VENTURE 31 CLO, LIMITED  | Email Address on File |
| VENTURE 32 CLO, LIMITED  | Email Address on File |
| VENTURE 33 CLO, LIMITED  | Email Address on File |
| VENTURE 34 CLO, LIMITED  | Email Address on File |
| VENTURE 35 CLO, LIMITED  | Email Address on File |
| VENTURE 36 CLO LIMITED   | Email Address on File |
| VENTURE 45 CLO LIMITED   | Email Address on File |
| VENTURE XXIX CLO, LIMITED  | Email Address on File |



**Exhibit A**  
**Class 3 - Term Loan Claimants**  
**Served via Electronic Mail**

| CreditorName   | Email                 |
|--|-----------------------|
| VENTURE XXVI CLO, LIMITED  | Email Address on File |
| VENTURE XXVII CLO, LIMITED   | Email Address on File |
| VENTURE XXVIII CLO LIMITED   | Email Address on File |
| VENTURE XXX CLO, LIMITED   | Email Address on File |
| Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD. | Email Address on File |
| Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.                                    | Email Address on File |
| Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.          | Email Address on File |
| ZAIS CLO 11, LIMITED   | Email Address on File |
| ZAIS CLO 6, LIMITED  | Email Address on File |
| ZAIS CLO 7, LIMITED  | Email Address on File |
| ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED               | Email Address on File |

**ENTERED**

December 23, 2024

Nathan Ochsner, Clerk

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

----- X  
:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:   
Debtors.<sup>1</sup> : (Jointly Administered)  
:   
----- X

**ORDER (I) SCHEDULING COMBINED HEARING  
TO CONSIDER (A) FINAL APPROVAL OF DISCLOSURE  
STATEMENT, (B) APPROVAL OF SOLICITATION PROCEDURES  
AND FORM OF BALLOT, AND (C) CONFIRMATION OF PLAN;  
(II) ESTABLISHING AN OBJECTION DEADLINE TO OBJECT TO DISCLOSURE  
STATEMENT AND PLAN; (III) APPROVING THE FORM AND MANNER  
OF NOTICE OF COMBINED HEARING, OBJECTION DEADLINE, AND  
NOTICE OF COMMENCEMENT; (IV) APPROVING NOTICE AND OBJECTION  
PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES; (V) CONDITIONALLY WAIVING  
REQUIREMENT OF FILING SCHEDULES OF ASSETS AND LIABILITIES,  
STATEMENTS OF FINANCIAL AFFAIRS, AND 2015.3 REPORTS;  
(VI) CONDITIONALLY WAIVING REQUIREMENT TO CONVENE THE SECTION  
341 MEETING OF CREDITORS; (VII) CONDITIONALLY APPROVING THE  
DISCLOSURE STATEMENT; AND (VIII) GRANTING RELATED RELIEF  
[Relates to Docket No. 17]**

Upon the emergency motion (the “*Motion*”)<sup>2</sup> of the Debtors for entry of an order (this “*Order*”) (a) scheduling a combined hearing (the “*Combined Hearing*”) to consider (i) approval of the Disclosure Statement, (ii) approval of Solicitation Procedures and form of Ballots, and (iii) confirmation of the Plan; (b) establishing an objection deadline to object to the

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Motion.

final approval of the Disclosure Statement and confirmation of the Plan (the “**Objection Deadline**”); (c) approving the form and manner of notice of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases (the “**Combined Notice**”), attached hereto as Exhibit 1; (d) approving the Solicitation Procedures with respect to the Plan, including the form of Ballot and Voting Instructions, attached hereto as Exhibit 2; (e) approving the form and manner of (i) non-voting status notice (the “**Non-Voting Status Notice**”), attached hereto as Exhibit 3 and (ii) Release Opt-Out Forms, attached hereto as Exhibits 4A and 4B; (f) extending the deadline for the Debtors to file schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules and Statements**”) and initial reports of financial information in respect of entities in which their Estates hold a controlling interest as set forth in Bankruptcy Rule 2015.3 (the “**2015.3 Reports**”) in each case through and including February 23, 2025 (the “**SOAL/SOFA Deadline**”), and conditionally waiving the requirement that the Debtors file the Schedules and Statements and the 2015.3 Reports if the Plan is confirmed; (g) conditionally waiving the requirement to convene the Section 341 Meeting; (h) approving the notice and objection procedures in connection with the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan; (i) conditionally approving the Disclosure Statement; and (j) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the 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 it appearing that proper and adequate notice of the Motion has been given and that

no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Combined Hearing, at which the Court will consider, among other things, the final approval of the Disclosure Statement and confirmation of the Plan, shall be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)**. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket.

2. The Proposed Confirmation Schedule set forth in the Motion (and copied below) is hereby approved, except as may be modified herein.

| Event  | Deadline   | Notes  |
|--|--|--|
| Voting Record Date   | December 18, 2024  | N/A  |
| Commence Solicitation<br>(the " <b><i>Solicitation Date</i></b> ")                                       | December 21, 2024  | N/A  |
| Petition Date  | December 22, 2024  | N/A  |
| Mail Combined Notice and Non-Voting Status Notice  | December 24, 2024 or as soon as practicable thereafter     | N/A  |
| Publication Deadline   | December 27, 2024 or as soon as practicable thereafter     | N/A  |
| Plan Supplement Filing Deadline  | January 14, 2025   | Seven (7) days before Objection Deadline           |
| Deadline to Vote on the Plan and Return Release Opt-Out Forms<br>(the " <b><i>Voting Deadline</i></b> ") | January 21, 2025 at 4:00 p.m.<br>(prevailing Central Time) | Solicitation Date <i>plus</i> thirty-two (32) days |

| Event  | Deadline  | Notes   |
|--|---|---|
| Objection Deadline   | January 21, 2025 at 4:00 p.m.<br>(prevailing Central Time)  | Three (3) days before<br>Combined Hearing             |
| File Confirmation Materials                                    | January 23, 2025 at 12:00 p.m.<br>(prevailing Central Time) | One (1) day before Combined<br>Hearing                |
| Combined Hearing   | January 24, 2025 at 1:00 p.m.<br>(prevailing Central Time)  | Thirty-three (33) days after<br>Petition Date         |
| Section 341(a) Meeting / SOAL/SOFA<br>Deadline (if applicable) | February 23, 2025   | Combined Hearing Date <i>plus</i><br>thirty (30) days |

3. Any objections to the final approval of the Disclosure Statement and/or confirmation of the Plan shall be: (a) in writing; (b) filed with the Clerk of Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules, the Bankruptcy Local Rules and any other case management rules and orders of the Court, by no later than **4:00 p.m. (prevailing Central Time) on January 21, 2025**. In addition to being filed with the Clerk of the Court, any such Objections should be served upon the following parties in accordance with the Local Rules:

- a. The Container Store Group Inc., 500 Freeport Parkway Coppell, TX 75019, Attn: Tasha Grinnell (tlgrinnell@containerstore.com);
- b. proposed counsel to the Debtors, (i) Latham & Watkins LLP, (A) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman and Hugh Murtagh (ted.dillman@lw.com), and (B) 1271 Avenue of the Americas New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@huntonak.com) and Ashley Harper (ashleyharper@huntonak.com);
- c. counsel to the DIP Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox

(sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);

- d. counsel to the Ad Hoc Group, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Charles Persons (charlespersons@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reily (williamreily@paulhastings.com); counsel to the ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Zachary Weiner (zachary.weiner@stblaw.com);
- e. Counsel to the Prepetition ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);
- f. counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 Attn: Alex Cota (alexcota@paulhastings.com);
- g. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and
- h. counsel to any statutory committee, if appointed.

4. The Debtors are authorized to file and serve a supplement to the Plan (the “**Plan Supplement**”) on or before January 14, 2025, and to further supplement the Plan Supplement as necessary thereafter. If the Objection Deadline is extended, the Debtors shall be authorized to file the Plan Supplement by seven (7) days before such extended Objection Deadline.

5. Notice of the Combined Hearing and service thereof comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances; *provided however*, that if any Holder of a Claim against, or Interest in, a Debtor requests from the Debtors, the Debtors’ counsel or Verita a copy of the Plan or Disclosure Statement, regardless of whether such Holder is in the Voting Class, the Debtors’ counsel or Verita shall serve the requested document or

documents on the Holder at the Debtors' cost, no later than two (2) Business Days from the date such request is made; *provided, further*, that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived; *provided further*, the Debtors shall cause to be posted to their case website, maintained by Verita, various chapter 11 related documents (to the extent not already posted), including the following: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and any orders entered in connection with the Motion; and (d) the Combined Notice. The Debtors shall also serve a copy of the Combined Notice on all known creditors, interest holders, and interested parties; *provided* that the Publication Notice shall be deemed adequate and sufficient notice to the Debtors' customers of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases. For the avoidance of doubt, the requirement that the Debtors serve any notices or materials on Holders of Claims in Class 6 (Intercompany Claims) or Interests in Class 7 (Intercompany Interests) shall be waived.

6. The Solicitation Procedures, including the setting of the Voting Record Date, utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved. The Debtors and the Solicitation Agent are authorized to accept Ballots and Release Opt-Out Forms through the E-Ballot Portal. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the Holder's electronic signature will be deemed to be immediately legally valid and effective.

7. The authorization of the Solicitation Agent is approved and any obligation for the Debtors or the Solicitation Agent to conduct additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Non-Voting Status Notices, Release Opt-Out Forms, and Combined Notices) is hereby waived.

8. To the extent that section 1125(b) of the Bankruptcy Code requires the Debtors' prepetition solicitation of acceptances for the Plan to be pursuant to an approved disclosure statement in order to continue on a postpetition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the adequacy of the Disclosure Statement at the Combined Hearing.

9. The Debtors are authorized, but not directed, to provide the Nominees with sufficient copies of the Combined Notice and Non-Voting Status Notice to forward to the beneficial Holders of Interests. Nominees are required to forward the Combined Notice and Non-Voting Status Notice or copies thereof to the beneficial Holders of Interests within seven (7) days of the receipt by such Nominee of the Combined Notice. To the extent the Nominees incur out-of-pocket expenses in connection with distribution of the Combined Notice or Non-Voting Status Notice, the Debtors are authorized, but not directed, to reimburse such entities for their reasonable and customary expenses incurred in this regard. To the extent that the Debtors serve beneficial Holders directly, in accordance with the customary requirements of a Nominee, the Debtors are authorized to send the Combined Notice and Non-Voting Status Notice to beneficial Holders of Interests in Class 8 in paper format via first class mail or via electronic transmission in accordance with the customary requirements of each Nominee.



10. The Solicitation Package used to solicit votes to accept or reject the Plan as set forth in the Motion is approved.

11. The Combined Notice, substantially in the form attached hereto as Exhibit 1, is approved.

12. The Ballot and Voting Instructions, substantially in the forms attached hereto as Exhibit 2, and the terms and conditions therein, are approved.

13. The Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 3, is approved.

14. The Release Opt-Out Forms, substantially in the form attached hereto as Exhibits 4A and 4B, and the terms and conditions therein, are approved.

15. The Solicitation Procedures that will be used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots, as applicable, are approved.

16. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing; commencement of the Chapter 11 Cases; and the deadline and procedures for objection to approval of the Solicitation Procedures, final approval of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

17. The time within which the Debtors shall file the Schedules and Statements and 2015.3 Reports is extended through and including the SOAL/SOFA Deadline without prejudice to the Debtors' right to seek further extensions of the time within which to file the Schedules and Statements and 2015.3 Reports or to seek additional relief from the Court regarding the filing of, or waiver of the requirement to file, the Schedules and Statements and 2015.3 Reports.

18. The requirement to convene a Section 341 Meeting shall be deferred, provided confirmation occurs on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.

19. The U.S. Trustee shall not be required (but may after consulting with the Debtors) to schedule a Section 341 Meeting, unless the Plan is not confirmed in the Chapter 11 Cases on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.


20. The notice and objection procedures in connection with the assumption or rejection of Executory Contracts and Unexpired Leases pursuant to the Plan are approved, as set forth in the Combined Notice.

21. Any objection to the assumption or rejection of Executory Contracts and Unexpired Leases must (a) be in writing, (b) conform to the applicable Bankruptcy Rules and Local Rules, (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof, (d) be filed with the Court by the Objection Deadline, together with proof of service, and (e) served upon the Notice Parties.

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

23. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: December 23, 2024

  
Alfredo R Pérez  
United States Bankruptcy Judge

**EXHIBIT 1**

Combined Notice

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

----- X  
 :  
 In re: : Chapter 11  
 :  
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
 ----- X

**NOTICE OF (I) COMMENCEMENT  
OF CHAPTER 11 CASES, (II) COMBINED HEARING ON  
DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11  
PLAN, AND RELATED MATTERS, (III) OBJECTION DEADLINES,  
AND (IV) SUMMARY OF PREPACKAGED JOINT CHAPTER 11 PLAN**

**NOTICE IS HEREBY GIVEN** as follows:

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) on December 22, 2024 (the “**Petition Date**”).

Before the Petition Date, on December 21, 2024, the Debtors commenced solicitation of the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Plan**”)² attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors’ solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “**Solicitation Agent**” or “**Verita**”), at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore). Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada,

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at [www.veritaglobal.net/thecontainerstore/inquiry](http://www.veritaglobal.net/thecontainerstore/inquiry).

### **Information Regarding Plan**

The Debtors commenced solicitation of votes to accept the Plan from Holders of Class 3 (Term Loan Claims) of record as of December 18, 2024. Only Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Interests are either presumed to accept or deemed to reject the Plan and, therefore, Holders of such Claims and Interests are not entitled to vote to accept or reject the Plan. **The deadline for the submission of votes to accept or reject the Plan is January 21, 2025 at 4:00 p.m. (prevailing Central Time).**

The Debtors are proposing a restructuring that, pursuant to the Plan, will provide substantial benefits to the Debtors and all of their stakeholders. Upon its full implementation, the Plan will reduce the Debtors' total funded debt from approximately \$243.1 million to approximately \$190 million. **Importantly, the Plan will not impair the Debtors' non-financial creditors, including general unsecured creditors such as vendors and suppliers—in other words, under the Plan, vendors and suppliers will be paid or otherwise satisfied in full in the ordinary course and on customary terms.** The restructuring will allow the Debtors' management team to focus on operational performance and value creation, execute on growth initiatives, and continue to serve as a leading national retailer of organizational solutions.

The Plan provides for certain releases, injunctions, and exculpations as set forth in Appendix A.

The Court has scheduled a combined hearing to consider final approval of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Court, Courtroom [  ], 4th floor, 515 Rusk Street, Houston, Texas 77002, **on January 24, 2025 at a time to be identified on the agenda for such hearing and the Solicitation Agent's website set forth below** (the "*Combined Hearing*"). The time and location of the Combined Hearing may also be obtained by contacting the undersigned proposed counsel to the Debtors. The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore).

The Court has set the deadline for filing objections to the final approval of the Disclosure Statement and/or confirmation of the Plan as **January 21, at 4:00 p.m. (prevailing Central Time)** (the "*Objection Deadline*"). Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Court together with proof of service thereof, (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors, (d) state the legal and factual basis for such objection, and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "*Bankruptcy Local Rules*").

In addition to being filed with the Clerk of the Court, any such objections should be served upon the following parties in accordance with the Bankruptcy Local Rules:

|   |  |
|---|--|
| <p><b>Debtors</b><br/>The Container Store Group, Inc.<br/>500 Freeport Parkway,<br/>Coppell, TX 75019<br/>Attn: Tasha Grinnell<br/>Email: tlgrinnell@containerstore.com</p>   | <p><b>Office of the U.S. Trustee</b><br/>Office of the United States Trustee for the Southern District of Texas<br/>515 Rusk Street, Suite 3516<br/>Houston, TX 77002<br/>Attn: Ha Nguyen and Vianey Garza<br/>Email: Ha.Nguyen@usdoj.gov<br/>Vianey.Garza@usdoj.gov</p>                         |
| <p><b>Proposed Co-Counsel to the Debtors</b><br/>Latham &amp; Watkins LLP<br/>355 South Grand Avenue, Suite 100<br/>Los Angeles, CA 90071<br/>Attn: Ted A. Dillman<br/>Email: ted.dillman@lw.com</p> <p>Latham &amp; Watkins LLP<br/>1271 Avenue of the Americas<br/>New York, NY 10020<br/>Attn: Hugh Murtagh<br/>Email: hugh.murtagh@lw.com</p> | <p><b>Proposed Co-Counsel to the Debtors</b><br/>Hunton Andrews Kurth LLP<br/>600 Travis Street, Suite 4200<br/>Houston, TX 77002<br/>Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy<br/>Email: taddavidson@HuntonAK.com<br/>ashleyharper@HuntonAK.com<br/>pguffy@HuntonAK.com</p> |
| <p><b>Counsel to the DIP Agent</b><br/>Riemer &amp; Braunstein LLP<br/>Times Square Tower<br/>Seven Times Square, Suite 2506<br/>New York, NY 10036<br/>Attn: Donald E. Rothman and Steven E. Fox<br/>Email: drothman@riemerlaw.com<br/>sfox@riemerlaw.com</p>  | <p><b>Co-Counsel to the DIP Agent</b><br/>Frost Brown Todd LLP<br/>Rosewood Court<br/>2101 Cedar Springs Road, Suite 900<br/>Dallas, TX 75201<br/>Attn: Rebecca L. Matthews<br/>Email: rmatthews@fbtlaw.com</p>  |
| <p><b>Counsel to the Ad Hoc Group</b><br/>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Jayme Goldstein, Charles Persons, Isaac Sasson and William Reily<br/>Email: williamreily@paulhastings.com<br/>jaymegoldstein@paulhastings.com<br/>charlespersons@paulhastings.com<br/>isaacsasson@paulhastings.com</p>           | <p><b>Counsel to the ABL Facility Agent</b><br/>Simpson Thacher &amp; Bartlett LLP<br/>425 Lexington Avenue<br/>New York, NY 10017<br/>Attn: Ian Kitts<br/>Email: ian.kitts@stblaw.com</p>   |
| <p><b>Counsel to the DIP Term Loan Agent</b><br/>Paul Hastings LLP<br/>200 Park Avenue<br/>New York, NY 10166<br/>Attn: Alex Cota and Liz Loonam<br/>Email: alexcota@paulhastings.com<br/>lizloonam@paulhastings.com</p>  |  |

**UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES IN THIS NOTICE, SUCH OBJECTION MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.**

**Notice of Assumption of Executory Contracts and Unexpired Leases of Debtors and Related Procedures**

Please take notice that, in accordance with Article V.A of the Plan and sections 365 and 1123 of the Bankruptcy Code, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be deemed assumed (the “*Assumed Contracts and Leases*”) unless it: (a) is identified on the Rejected Executory Contract/Unexpired Lease List (which, if any, will initially be filed with the Court as part of the Plan Supplement on or before January 14, 2025) as an Executory Contract or Unexpired Lease to be rejected, (b) is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code). The Debtors are serving this Combined Notice on all parties to Executory Contracts and Unexpired Leases, reflecting the Debtors’ intention to assume the Executory Contracts and Unexpired Leases in connection with the Plan and indicating that the Debtors or the Reorganized Debtors, as applicable, will cure any defaults under the Executory Contracts and Unexpired Leases.

As provided in Article V.B of the Plan, any monetary default under the Assumed Contracts and Leases will be cured by payment in Cash on the Effective Date or as soon as reasonably practicable thereafter. If there is a dispute with respect to assumption of an Executory Contract or Unexpired Lease under the Plan then the Court will hear such dispute before assumption becoming effective, subject to the limitations set forth in the Plan.

**If a dispute arises regarding the amount of any payment needed to cure outstanding defaults under any Executory Contract or Unexpired Lease, the payment required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.**

**Summary of the Plan**

Solicitation of votes on the Plan commenced before the Petition Date. The following chart summarizes the treatment provided by the Plan to each Class of Claims and Interests:

| <b>Class</b> | <b>Claim / Interest</b> | <b>Status</b> | <b>Voting Rights</b> | <b>Approx. Percentage Recovery<sup>3</sup></b> |
|--------------|-------------------------|---------------|----------------------|--|
| 1            | Other Secured Claims    | Unimpaired    | Presumed to Accept   | Estimated Percentage Recovery: 100%            |

<sup>3</sup> For purposes of the projected recoveries under the Plan set forth herein, the Debtors’ investment banker conducted a valuation analysis, and the total enterprise value as of the assumed Effective Date of January 31, 2025 is estimated to be between approximately \$184 million and \$216 million, with a midpoint of \$200 million.

| Class | Claim / Interest          | Status                 | Voting Rights                          | Approx. Percentage Recovery <sup>3</sup>             |
|-------|---------------------------|------------------------|--|--|
| 2     | ABL Claims                | Unimpaired             | Presumed to Accept                     | Estimated Percentage Recovery: 100%                  |
| 3     | <i>Term Loan Claims</i>   | <i>Impaired</i>        | <i>Entitled to Vote</i>                | <i>Estimated Percentage Recovery: 4.5% to 17.6%.</i> |
| 4     | General Unsecured Claims  | Unimpaired             | Presumed to Accept                     | Estimated Percentage Recovery: 100%                  |
| 5     | Subordinated Claims       | Impaired               | Deemed to Reject                       | Estimated Percentage Recovery: 0%                    |
| 6     | Intercompany Claims       | Unimpaired or Impaired | Presumed to Accept or Deemed to Reject | Estimated Percentage Recovery: N/A                   |
| 7     | Intercompany Interests    | Unimpaired or Impaired | Presumed to Accept or Deemed to Reject | Estimated Percentage Recovery: N/A                   |
| 8     | Existing Equity Interests | Impaired               | Deemed to Reject                       | Estimated Percentage Recovery: 0%                    |

### **Non-Voting Status of Holders of Certain Claims and Interests**

As set forth above, certain holders of Claims and Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7 are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Claims and Interests in Classes 5 and 8 (collectively with Classes 1, 2, 4, 6, and 7, the “**Non-Voting Classes**”) are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan. In light of their presumed acceptance or rejection of the Plan, none of the Holders of Claims and Interests in the Non-Voting Classes were solicited to vote on the Plan. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will receive a Non-Voting Status Notice. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors did not provide the Holders in Class 6 (Intercompany Claims) or Class 7 (Intercompany Interests) with a Non-Voting Status Notice (or a Solicitation Package). Further, Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the website maintained by the Solicitation Agent: [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore).



**Section 341(a) Meeting**

The Debtors intend to request that the Court defer a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “*Section 341(a) Meeting*”) and **that the Section 341(a) Meeting not be convened if the Plan is confirmed by February 23, 2025**. If the Section 341(a) Meeting will be convened, the Debtors will file and serve on the parties on whom they served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the website at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore) not less than twenty-one (21) days before the date scheduled for such meeting, a notice of, among other things, the date, time, and place of the Section 341(a) Meeting. The meeting may be adjourned or continued from time to time by notice at the meeting, without further notice to creditors.

*[Remainder of page left intentionally blank]*

Dated: [ ● ], 2024  
Houston, Texas

Respectfully submitted,

/s/

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**HUNTON ANDREWS KURTH LLP**

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*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

## Article IX.

### DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

#### *B. Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

### *C. Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### *D. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

#### *E. Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

*F. SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.



**EXHIBIT 2**

Form of Ballot for Class 3 (Term Loan Claims)

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

----- X  
 In re: : Chapter 11  
 :  
 : IMPORTANT: No chapter 11 case has been  
 THE CONTAINER STORE GROUP, INC., *et al.*, : commenced as of the date of distribution of this ballot.  
 : This ballot is a prepetition solicitation of your vote on  
 Debtors.<sup>1</sup> : a prepackaged plan of reorganization.  
 :  
 : If chapter 11 cases are commenced, the Debtors will  
 ----- X request joint administration of such cases.

**BALLOT FOR HOLDERS IN  
CLASS 3 (TERM LOAN CLAIMS)**

**FOR VOTING TO ACCEPT OR  
REJECT THE JOINT PREPACKAGED PLAN OF  
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND  
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS  
JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the “*Voting  
Deadline*”)**

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) are sending this ballot (the “**Ballot**”) in order to solicit your vote to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “**Plan**”).<sup>2</sup> The Plan is attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which accompanies this Ballot and has also been posted on the Debtors’ case information website (located at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore)). The Disclosure Statement provides information to assist you in deciding how to vote on the Plan. The Debtors’ case information website allows Holders to electronically submit a vote on the Plan. On the date on which the Chapter 11 Cases (as defined below) are commenced (the “**Petition Date**”),

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

the case information website will be updated to include important information, hearing dates, and other key deadlines, as well as the docket for the Chapter 11 Cases (which will be available for review and download, free of charge).

The Disclosure Statement provides information to assist Holders of Claims in the Voting Class in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Solicitation Agent**" or "**Verita**"), via email at TCSInfo@veritaglobal.com.

This Ballot is being submitted to Holders, as of December 18, 2024 (the "**Voting Record Date**"), of any Term Loan Claims in Class 3. "**Term Loan Claims**" include any Claim arising under or related to the Term Loan Credit Agreement. In order for your vote in Class 3 to count, you must either (a) complete and submit your vote through the Solicitation Agent's E-Ballot platform or (b) complete and return this paper Ballot in accordance with the instructions set forth herein, in each case, so that your Ballot is received by the Solicitation Agent on or before the Voting Deadline.

The Debtors have not yet filed for relief under chapter 11 of the Bankruptcy Code and no court has approved the Disclosure Statement or the Plan. As described in the Disclosure Statement, the Debtors intend to commence cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") following the commencement of this solicitation. If the Debtors commence the Chapter 11 Cases, the Plan may be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") if: (a) it is accepted by at least two-thirds (2/3) of the aggregate principal amount and more than one-half (1/2) in number of the Holders of Term Loan Claims voting in Class 3, and (b) the Plan otherwise satisfies the applicable requirements of section 1129 of the Bankruptcy Code.

If the Plan is confirmed by the Court and the Effective Date occurs, the Plan will be binding on all Holders of Term Loan Claims whether or not a Holder of a Term Loan Claim returns a Ballot or votes to reject the Plan.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (a) to cast a vote to accept or reject the Plan and/or (b) to opt out of the Third-Party Release as set forth in Appendix A.

If you have any questions regarding the Ballot or how to properly complete this Ballot, please contact the Solicitation Agent via email at TCSInfo@veritaglobal.com.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR HOLDERS OF CLASS 3 TERM LOAN CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of an Allowed Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Term Loan Claim, its Pro Rata Share of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Participation Premium.

The Term Loan Claims will be deemed Allowed in the aggregate principal amount of \$163,125,321.74.

**Please be advised that if the Plan is consummated, Holders of Class 3 Term Loan Claims will be bound by the injunction and exculpation provisions contained in Article IX of the Plan and set forth in Appendix A, and if such Holders do not opt out of the Third-Party Release will be deemed to have granted such releases.**

*[Remainder of page left intentionally blank]*

**IMPORTANT**

**YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.**

**THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.**

**VOTING RECORD DATE: DECEMBER 18, 2024**

**VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 21, 2025**

**YOU ARE STRONGLY ENCOURAGED TO USE THE SOLICITATION AGENT'S E-BALLOT PLATFORM TO SUBMIT YOUR VOTE AND YOUR OPT-OUT ELECTIONS. IF YOU SUBMIT YOUR VOTE AND OPT-OUT ELECTIONS THROUGH THE E-BALLOT PLATFORM, YOU SHOULD NOT RETURN A PAPER BALLOT.**

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT BY THE VOTING DEADLINE (WHETHER CAST THROUGH THE E-BALLOT PLATFORM OR IN HARD COPY), YOUR VOTE WILL NOT BE COUNTED, UNLESS SUCH DEADLINE IS EXTENDED BY THE DEBTORS, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID.**

**YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTORS, THE DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.**

**IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING UPON YOU WHETHER OR NOT YOU VOTE.**

*[Remainder of page left intentionally blank]*

**INSTRUCTIONS FOR VOTING ONLINE THROUGH  
THE SOLICITATION AGENT’S E-BALLOT PLATFORM**

You may return your Ballot by electronic, online transmission solely by clicking on the “Submit E-Ballot” section on the Debtors’ solicitation website (www.veritaglobal.net/thecontainerstore) and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below. Please choose only ONE method of return for your Ballot.

1. Please visit the Debtors’ solicitation website at www.veritaglobal.net/thecontainerstore.
2. Click on the “Submit E-Ballot” section of the Debtors’ case website.
3. Follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent’s E-Ballot system, you should **not** return a hard copy of your Ballot.

**IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED E-BALLOT:**

UNIQUE E-BALLOT ID# \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

“E-BALLOTING” IS THE SOLE MANNER IN WHICH BALLOTS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

**BALLOTS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.**

**HOLDERS OF CLASS 3 TERM LOAN CLAIMS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.**

*[Remainder of page left intentionally blank]*

### INSTRUCTIONS FOR VOTING BY MAIL

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Release, complete Item 3.
3. Review the certification contained in Item 4.
4. **Sign and date the Ballot and fill out the other required information.**
5. You must vote the full amount of all of your Class 3 Term Loan Claims *either* to accept *or* reject the Plan. You may not split your vote.
6. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (b) any Ballot cast by a Person that does not hold a Claim in Class 3, (c) any unsigned Ballot, (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan, and (e) any Ballot that attempts to partially accept and partially reject the Plan.
7. If the Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. Ballots may be delivered by first class mail, overnight courier, or personal delivery. The method of delivery of the Ballot to the Solicitation Agent is at your election and risk.
8. Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Solicitation Agent and/or the Debtors, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.
9. The Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.
10. This Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you in the event that (a) the Debtors revoke or withdraw the Plan, or (b) the Combined Order is not entered or consummation of the Plan does not occur.
11. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan

12. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim before the Voting Deadline, the last, timely received, and valid Ballot, regardless of the manner of submission, will supersede and revoke any earlier-received Ballot.
13. The method of delivery of a Ballot to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made, regardless of the manner of delivery, only when the Solicitation Agent **actually receives** the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery of their Ballots.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

**YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE VIA THE E-BALLOT PLATFORM, AS DIRECTED ABOVE, OR IN HARD COPY AT THE FOLLOWING ADDRESS:**

**TCS Ballot Processing Center  
c/o Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**IF YOU WOULD LIKE TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE EMAIL [TCSINFO@VERITAGLOBAL.COM](mailto:TCSINFO@VERITAGLOBAL.COM) (WITH “TCS SOLICITATION BALLOT DELIVERY” IN THE SUBJECT LINE) AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY AT LEAST TWENTY-FOUR (24) HOURS BEFORE YOUR ARRIVAL AT THE ADDRESS ABOVE.**

**THE VOTING DEADLINE IS JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).**



**Item. 1 Amount of Claim**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder of the following Class 3 Term Loan Claim inserted into the box below, which includes the aggregate outstanding principal amount without regard to any accrued but unpaid interest:

\$ \_\_\_\_\_

**Item 2. Vote on Plan**

**IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.**

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article IX of the Plan for information about the Third-Party Release.

Any Ballot that is executed by the holder of a Class 3 Term Loan Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

**The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.**

The holder of the Class 3 Term Loan Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

ACCEPT (vote FOR) the Plan.       REJECT (vote AGAINST) the Plan.

**Item. 3 Election to Opt-Out of Third-Party Release**

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Release. **IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER ARTICLE IX.B OR IX.C OF THE PLAN AND SET FORTH IN APPENDIX A, BUT YOU DO NOT GRANT THE THIRD-PARTY RELEASE BECAUSE YOU OPTED OUT, YOU WILL NOT**

**RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN ARTICLE IX.B OR IX.C OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.**

**Opt Out** of the Third-Party Release

**Item 4. Certification.**

By returning this Ballot, the holder of the Class 3 Term Loan Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 3 Term Loan Claim identified in Item 1; (b) it was the holder of the Class 3 Term Loan Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 3 Term Loan Claim identified in Item 1; (c) it is one of the following: (i) a “qualified institutional buyer” (as such term is defined in Rule 144A of the Securities Act<sup>3</sup>), (ii) an “accredited investor” (as such term is defined in Rule 501 of Regulation D of the Securities Act), or (iii) for holders located outside the United States, a person other than a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person; and (d) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

**YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

---

Name of Holder of Class 3 Term Loan Claim

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

---

<sup>3</sup> The “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa (as amended).

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

This Ballot will not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 21, 2025, OR YOUR VOTE WILL NOT BE COUNTED. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT VIA EMAIL AT TCSINFO@VERITAGLOBAL.COM.**

*[Remainder of page left intentionally blank]*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

## Article IX.

### DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

#### *B. Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

### *C. Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### *D. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

#### *E. Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11



Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

*F. SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**EXHIBIT 3**

Non-Voting Status Notice

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

|  |   |                         |
|--|---|-------------------------|
|  | x |                         |
|  | : |                         |
| In re:   | : | Chapter 11              |
|  | : |                         |
| THE CONTAINER STORE GROUP, INC., <i>et al.</i> , | : | Case No. 24-90627 (ARP) |
|  | : |                         |
| Debtors. <sup>1</sup>                            | : | (Jointly Administered)  |
|  | : |                         |
|  | : | x                       |

**NON-VOTING STATUS NOTICE**

**PLEASE TAKE NOTICE** that The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have commenced chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) and have commenced the solicitation of votes, in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “**Plan**”),<sup>2</sup> attached as Exhibit A to the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) from Holders of Claims in Class 3 thereunder.

**PLEASE TAKE FURTHER NOTICE** that you are receiving this notice as a Holder or potential Holder of a Claim against or Interest in one or more of the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan.*** Specifically, under the terms of the Plan, Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7, respectively, are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan. Claims and Interests in Classes 5 and 8, respectively (collectively with Classes 1, 2, 4, 6, and 7, the “**Non-Voting Classes**”) are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan.

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

**PLEASE TAKE FURTHER NOTICE** that the Plan contains certain release, exculpation, and injunction provisions, set forth in Appendix A. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

**PLEASE TAKE FURTHER NOTICE** that if you do not opt out of granting the Third-Party Release by following the instructions contained in the attached Release Opt-Out Form, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.

**PLEASE TAKE FURTHER NOTICE** that parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to file a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Costs shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

**PLEASE TAKE FURTHER NOTICE** that the Plan, Disclosure Statement, and related documents are accessible, free of charge, on the following website maintained by the Debtors' claims, balloting, and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Solicitation Agent**" or "**Verita**"): [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore). Copies of the Plan, Disclosure Statement, and related documents may also be obtained free of charge: (a) by contacting the Solicitation Agent by phone at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); or (b) by email at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com). The Plan, Disclosure Statement, and related documents are also available for a fee through the Court's electronic case filing system at [www.txs.uscourts.gov](http://www.txs.uscourts.gov) using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

If you have questions regarding this notice you should contact the Solicitation Agent as set forth above.

*[Remainder of page left intentionally blank]*

Dated: [ ● ], 2024  
Houston, Texas

Respectfully submitted,

/s/

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*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

## Article IX.

### DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

#### *B. Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

### *C. Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,



the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### *D. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

#### *E. Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

*F. SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**EXHIBIT 4A**

Release Opt-Out Form (General)

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

----- X  
:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:   
Debtors.<sup>1</sup> : (Jointly Administered)  
:   
----- X

**RELEASE OPT-OUT FORM FOR HOLDERS OF  
CLAIMS AND CERTAIN INTERESTS IN NON-VOTING CLASSES**

**You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.**

**You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.**

**Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)**

**You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.**

*General Information Concerning this Release Opt-Out Form*

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy*

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Code [Docket No. [ ● ]] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”), which is described in the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as it may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) to implement the Plan (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).<sup>2</sup>

You are receiving this release opt-out form (this “**Release Opt-Out Form**”) because, according to the Debtors’ books and records, you may be a Holder of a Claim in Class 1 (Other Secured Claims), Class 2 (ABL Claims), Class 4 (General Unsecured Claims), Class 5 (Subordinated Claims), or Class 8 (Existing Equity Interests) under the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Meanwhile, Claims and Interests in Classes 5 and 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Claims and Interests in Classes 1, 2, 4, 5, and 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain *third-party* releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

#### *Making an Alternative Election Under this Release Opt-Out Form*

Holders of Claims who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors’ restructuring website at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore).

**Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “Solicitation Agent” or “Verita”) at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com).**

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

### **Release Opt-Out Election**

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

#### *Summary of Election*

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

### **IMPORTANT INFORMATION REGARDING THE RELEASE**

**YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.**

#### *Instructions for Making a Release Opt-Out Election*

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Claim Holder or Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com).

**IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**TCS Ballot Processing Center  
c/o Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com) (with “TCS Solicitation Opt-Out Form Delivery” in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent’s online Opt-Out Portal, please visit [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore) click on the “Submit Opt-Out Form” section of the website, and follow the instructions to submit your electronic Opt-Out Form.

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:**

Unique E-Opt-Out Form ID#: \_\_\_\_\_

Unique E-Opt-Out Form PIN: \_\_\_\_\_

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors or Claims held against one or more of the Debtors. Please complete and submit an Opt-Out Form for each Unique E-Opt-Out Form ID# you receive, as applicable.

**If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.**

**The Solicitation Agent’s Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**



*Opt-Out Election*

The undersigned, a Holder of an Other Secured Claim, ABL Claim, General Unsecured Claim, or Existing Equity Interest (other than an Existing Equity Interest held in “street name” which Interest Holder will be furnished with a different opt-out form):

ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

**IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.**

**PLEASE GO TO THE FOLLOWING PAGE.**

*[Remainder of page intentionally left blank.]*

**Certification and Signature for Opt-Out Election**

**Certification.** By signing this Release Opt-Out Form, the electing Claim Holder or Interest Holder, as applicable, certifies to the Court and the Debtors:

- a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;
- b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 1, Class 2, Class 4, Class 5, or Class 8 Claim or Interest.

Name of Holder (Please Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Title, if by Authorized Agent<sup>3</sup> \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date Completed \_\_\_\_\_

*[Remainder of page left intentionally blank]*

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<sup>3</sup> If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

## Article IX.

### DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

#### *B. Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

### *C. Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### *D. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

#### *E. Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

*F. SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.



**EXHIBIT 4B**

Release Opt-Out Form (Beneficial Holders of Common Stock)

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

----- X  
:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:   
Debtors.<sup>1</sup> : (Jointly Administered)  
:   
----- X

**RELEASE OPT-OUT FORM FOR  
“STREET NAME” HOLDERS OF INTERESTS IN CLASS 8**

**CUSIP 210751202 / ISIN US2107512020**

**You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Interest under the Plan, you are not entitled to vote on the Plan.**

**You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.**

**Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)**

**You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.**

*General Information Concerning this Release Opt-Out Form*

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”), which is described in the *Disclosure Statement for Prepackaged Joint Plan of*

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppel, TX 75019.

*Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as it may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) to implement the Plan (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).<sup>2</sup>

You are receiving this release opt-out form (this “**Release Opt-Out Form**”) because, according to the Debtors’ books and records, you may be a Holder of an Interest in Class 8 (Existing Equity Interests) of the Debtors in “street name” at a bank, broker, or other intermediary, through DTC or another similar depository (such Holders being “Beneficial Holders” of the Existing Equity Interests).<sup>3</sup> Interests in Class 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Interests in Class 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain **third-party** releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

*Making an Alternative Election Under this Release Opt-Out Form*

Holders of Interests who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors’ restructuring website at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore).

**Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “Solicitation Agent” or “Verita”) at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.**

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

<sup>3</sup> Holders of Interests in Class 8 who hold their interests directly will receive a different release opt-out form.

### **Release Opt-Out Election**

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

#### *Summary of Election*

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

### **IMPORTANT INFORMATION REGARDING THE RELEASE**

**YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.**

#### *Instructions for Making a Release Opt-Out Election*

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com).

**IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**TCS Ballot Processing Center  
c/o Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at [TCSInfo@veritaglobal.com](mailto:TCSInfo@veritaglobal.com) (with “TCS Solicitation Opt-Out Form Delivery” in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.**

**In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent’s online Opt-Out Portal, please visit [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore) click on the “Submit Class 8 Existing Equity Interest Opt-Out Form” section of the website, and follow the instructions to submit your electronic Opt-Out Form.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:**

**Unique E-Opt-Out Form ID#: \_\_\_\_\_**

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors.

**If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.**

**The Solicitation Agent’s Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

*Opt-Out Election*

The undersigned, a Holder of an Existing Equity Interest:

ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

**IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.**

**PLEASE GO TO THE FOLLOWING PAGE.**

*[Remainder of page intentionally left blank.]*

**Certification and Signature for Opt-Out Election**

**Certification.** By signing this Release Opt-Out Form, the electing Interest Holder, as applicable, certifies to the Court and the Debtors:

- c. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;
- d. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 8 Interest.

Name of Holder (Please Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Title, if by Authorized Agent<sup>4</sup> \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Brokerage Firm Where You Hold Your Account \_\_\_\_\_

Number of Shares You Hold In Your Account \_\_\_\_\_

Date Completed \_\_\_\_\_

*[Remainder of page left intentionally blank]*

<sup>4</sup> If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.



## Article IX.

### DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

#### *B. Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

### *C. Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

#### *D. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

#### *E. Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

*F. SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

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

----- x  
In re: : Chapter 11  
: :  
THE CONTAINER STORE GROUP, INC., et al., : Case No. 24-90627 (ARP)  
: :  
Debtors.<sup>1</sup> : (Jointly Administered)  
: :  
----- :x

**CERTIFICATE OF SERVICE**

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Emergency Motion of Debtors for Entry of an Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 2]
- **Notice of Designation as Complex Bankruptcy Case** [Docket No. 3]
- **Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 4]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 5]
- **Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions** [Docket No. 6]

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 7]**
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion [Docket No. 8]**
- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief [Docket No. 9]**
- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 10]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 11]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 12]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief [Docket No. 13]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Honor Prepetition Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 14]**

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief** [Docket No. 16]
- **Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief** [Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]
- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 19]
- **Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 36]
- **Order Granting Complex Case Treatment** [Docket No. 37]
- **Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 38]
- **Motion of Debtors for Entry of an Order Authorizing the Debtors to File Certain Documents Under Seal** [Docket No. 57]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]



- **Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief [Docket No. 73]**
- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 74]**
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 75]**
- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 76]**
- **Order Authorizing Payment of Prepetition Taxes and Fees [Docket No. 77]**
- **Order (I) Authorizing the Debtors to (A) Honor Customer Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 78]**
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions [Docket No. 79]**
- **Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief [Docket No. 80]**
- **Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief [Docket No. 81]**

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 88]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 7]
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion** [Docket No. 8]
- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 88]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit D**; and via First Class Mail upon the service list attached hereto as **Exhibit E**:

- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief** [Docket No. 9]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit F**; and via First Class Mail upon the service list attached hereto as **Exhibit G**:

- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief** [Docket No. 10]
- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief** [Docket No. 74]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit H**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief** [Docket No. 11]
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief** [Docket No. 75]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit I**; and via First Class Mail upon the service list attached hereto as **Exhibit J**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief** [Docket No. 12]

- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief** [Docket No. 76]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit K**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief** [Docket No. 13]
- **Order Authorizing Payment of Prepetition Taxes and Fees** [Docket No. 77]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit L**; and via First Class Mail upon the service list attached hereto as **Exhibit M**:

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]

Furthermore, on or before December 26, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service lists attached hereto as **Exhibit N**, **Exhibit O**, and **Exhibit P**:

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 79]

Dated: January 3, 2025

/s/ Ronaldo Lizarraga Angulo  
Ronaldo Lizarraga Angulo  
Verita  
222 N Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Tel. 310.823.9000

# Exhibit A

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description  | CreditorName                                | CreditorNoticeName         | Email  |
|--|---|----------------------------|--|
| Attorney General for the State of Alabama                            | Alabama Attorney General                    | Attn Bankruptcy Department | consumerinterest@Alabamaag.gov   |
| Attorney General for the State of Alaska                             | Alaska Attorney General                     | Attn Bankruptcy Department | attorney_general@alaska.gov  |
| Top 30 Creditor  | Ankura Intermediate Holdings, LP            | Keith Jelinek              | keith.jelinek@ankura.com   |
| Attorney General for the State of Arizona                            | Arizona Attorney General - CSS              | Attn Bankruptcy Department | BCEIntake@azag.gov   |
| Attorney General for the State of Arkansas                           | Arkansas Attorney General                   | Attn Bankruptcy Department | OAG@ArkansasAG.gov   |
| Counsel to Brookfield Properties Retail Inc.                         | Brookfield Properties Retail Inc., as Agent | Kristen N. Pate            | bk@bpretail.com  |
| Attorney General for the State of Colorado                           | Colorado Attorney General                   | Attn Bankruptcy Department | attorney_general@coag.gov  |
| Attorney General for the State of Connecticut                        | Connecticut Attorney General                | Attn Bankruptcy Department | attorney_general@ct.gov  |
| Attorney General for the State of Delaware                           | Delaware Attorney General                   | Attn Bankruptcy Department | attorney_general@state.de.us   |
| Attorney General for the State of District of Columbia               | District of Columbia Attorney General       | Attn Bankruptcy Department | oag@dc.gov   |
| Top 30 Creditor  | Echo Global Logistics, Inc.                 | Greg Dugan                 | gdugan@echo.com  |
| Top 30 Creditor  | FC Brands LLC                               | Matt David                 | ops@fullcirclehome.com   |
| Top 30 Creditor  | Fedex                                       | Chaz Gagne                 | cgagne@fedex.com   |
| Attorney General for the State of Florida                            | Florida Attorney General                    | Attn Bankruptcy Department | citizenservices@myfloridalegal.com;<br>oag.civil.eserve@myfloridalegal.com |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC       | Frost Brown Todd LLP                        | Rebecca L. Matthews        | rmatthews@fbtlaw.com   |
| Attorney General for the State of Georgia                            | Georgia Attorney General                    | Attn Bankruptcy Department | Agcarr@law.ga.gov  |
| Attorney General for the State of Hawaii                             | Hawaii Attorney General                     | Attn Bankruptcy Department | hawaiiag@hawaii.gov  |
| Top 30 Creditor  | Hulken Inc.                                 | Tanya Hamilton             | billing@hulkenbag.com  |
| Attorney General for the State of Idaho                              | Idaho Attorney General                      | Attn Bankruptcy Department | bankruptcy@ag.idaho.gov  |
| Attorney General for the State of Illinois                           | Illinois Attorney General                   | Attn Bankruptcy Department | bankruptcy_notices@ilag.gov  |
| Top 30 Creditor  | Impact Tech, Inc.                           | Andrew Carvalho            | andrew.carvalho@impact.com   |
| Attorney General for the State of Indiana                            | Indiana Attorney General                    | Attn Bankruptcy Department | info@atg.in.gov  |
| Top 30 Creditor  | Interdesign, Inc.                           | Ilese Okeefe               | andre.burke@idesignlivesimply.com  |
| Top 30 Creditor  | Intermetro Industries Corporation           | Rob Napkori                | rob.napkori@metro.com  |
| Attorney General for the State of Iowa                               | Iowa Attorney General                       | Attn Bankruptcy Department | IDR.Bankruptcy@ag.iowa.gov   |
| Top 30 Creditor  | Iris USA, Inc.                              | Tanya Rocha                | tanya.rocha@irisusainc.com   |
| Attorney General for the State of Kentucky                           | Kentucky Attorney General                   | Attn Bankruptcy Department | attorney_general@ag.ky.gov   |
| Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC | Kurtzman   Steady, LLC                      | Jeffrey Kurtzman           | kurtzman@kurtzmansteady.com  |
| Top 30 Creditor  | LC Designs Company Limited                  | Kevin Pestell              | kevinpestell@lc-designs.co.uk  |
| Counsel to Town of Fairview, Tarrant County, and Dallas County       | Linebarger Goggan Blair & Sampson, LLP      | John Kendrick Turner       | dallas.bankruptcy@lgbs.com   |
| Counsel to Montgomery County   | Linebarger Goggan Blair & Sampson, LLP      | Tara L. Grundemeier        | houston_bankruptcy@lgbs.com  |
| Attorney General for the State of Louisiana                          | Louisiana Attorney General                  | Attn Bankruptcy Department | Executive@ag.louisiana.gov;<br>ConstituentServices@ag.louisiana.gov        |
| Attorney General for the State of Maine                              | Maine Attorney General                      | Attn Bankruptcy Department | attorney_general@maine.gov   |
| Attorney General for the State of Maryland                           | Maryland Attorney General                   | Attn Bankruptcy Department | oag@oag.state.md.us  |
| Attorney General for the State of Michigan                           | Michigan Attorney General                   | Attn Bankruptcy Department | miag@michigan.gov  |
| Attorney General for the State of Minnesota                          | Minnesota Attorney General                  | Attn Bankruptcy Department | ag.replies@ag.state.mn.us  |
| Attorney General for the State of Missouri                           | Missouri Attorney General                   | Attn Bankruptcy Department | attorney_general@ago.mo.gov  |

**Master Service List**  
Served via Electronic Mail

| Description   | CreditorName                          | CreditorNoticeName  | Email  |
|---|---------------------------------------|---|--|
| Attorney General for the State of Montana                           | Montana Attorney General              | Attn Bankruptcy Department                                | contactocp@mt.gov  |
| Attorney General for the State of Nebraska                          | Nebraska Attorney General             | Attn Bankruptcy Department                                | NEDOJ@nebraska.gov;<br>Ago.info.help@nebraska.gov  |
| Attorney General for the State of Nevada                            | Nevada Attorney General               | Attn Bankruptcy Department                                | AgInfo@ag.nv.gov   |
| Attorney General for the State of New Hampshire                     | New Hampshire Attorney General        | Attn Bankruptcy Department                                | attorneygeneral@doj.nh.gov   |
| Attorney General for the State of New Jersey                        | New Jersey Attorney General           | Attn Bankruptcy Department                                | Heather.Anderson@law.njoag.gov;<br>NJAG.ElectronicService.CivilMatters@law.njoag.gov   |
| Attorney General for the State of New York                          | New York Attorney General             | Attn Bankruptcy Department                                | Louis.Testa@ag.ny.gov;<br>letitia.james@ag.ny.gov  |
| Attorney General for the State of North Carolina                    | North Carolina Attorney General       | Attn Bankruptcy Department                                | ncago@ncdoj.gov  |
| Attorney General for the State of North Dakota                      | North Dakota Attorney General         | Attn Bankruptcy Department                                | ndag@nd.gov  |
| Attorney General for the State of Ohio                              | Ohio Attorney General                 | Attn Bankruptcy Department                                | Kristin.Radwanick@OhioAGO.gov  |
| Attorney General for the State of Oklahoma                          | Oklahoma Attorney General             | Attn Bankruptcy Department                                | ConsumerProtection@oag.ok.gov  |
| Attorney General for the State of Oregon                            | Oregon Attorney General               | Attn Bankruptcy Department                                | AttorneyGeneral@doj.state.or.us;<br>Lisa.Udland@doj.state.or.us  |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | Charles Persons   | charlespersons@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch | isaacsasson@paulhastings.com;<br>jaymegoldstein@paulhastings.com;<br>williamreily@paulhastings.com;<br>leoniekoch@paulhastings.com |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | Schlea Thomas   | schleathomas@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | William Reily   | williamreily@paulhastings.com  |
| Counsel to the DIP Term Loan Agents                                 | Paul Hastings LLP                     | Alex Cota, Liz Loonam                                     | lizloonam@paulhastings.com;<br>alexcota@paulhastings.com   |
| Attorney General for the State of Pennsylvania                      | Pennsylvania Attorney General         | Attn Bankruptcy Department                                | info@attorneygeneral.gov   |
| Top 30 Creditor   | PMG Worldwide, LLC                    | George Popstefanov  | george@pmg.com   |
| Top 30 Creditor   | Poppin Furniture LLC                  | Allie Diep  | adiiep@poppin.com  |
| Top 30 Creditor   | Pura Scents, Inc.                     | Addison Harris  | Addison@pura.com   |
| Top 30 Creditor   | R X O Freight Forwarding              | Kenneth Burger  | kenneth.burger@rxo.com   |
| Attorney General for the State of Rhode Island                      | Rhode Island Attorney General         | Attn Bankruptcy Department                                | ag@riag.ri.gov   |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC      | Riemer & Braunstein LLP               | Donald E. Rothman, Steven E. Fox                          | drothman@riemerlaw.com;<br>sfox@riemerlaw.com  |
| Top 30 Creditor   | Schwarz Paper Company, LLC            | Michael Gary  | michael.gary@schwarz.com   |
| SEC Regional Office   | Securities & Exchange Commission      | Fort Worth Regional Office                                | dfw@sec.gov  |
| SEC Headquarters  | Securities & Exchange Commission      | Secretary of the Treasury                                 | secbankruptcy@sec.gov  |
| Counsel to Simon Property Group, Inc. and its Related Entities      | Simon Property Group, Inc.            | Ronald M. Tucker  | rtucker@simon.com  |
| Counsel to the Prepetition ABL Facility Agent and Prepetition Agent | Simpson Thacher & Bartlett LLP        | Ian Kitts, Sandeep Qusba, Zachary J. Weiner               | ian.kitts@stblaw.com;<br>squsba@stblaw.com;<br>zachary.weiner@stblaw.com   |
| Attorney General for the State of South Carolina                    | South Carolina Attorney General       | Attn Bankruptcy Department                                | bankruptcy@scag.gov  |
| Attorney General for the State of South Dakota                      | South Dakota Attorney General         | Attn Bankruptcy Department                                | atghelp@state.sd.us  |
| Top 30 Creditor   | Steel Technology, LLC dba Hydro Flask | Melissa De Souza Mosela                                   | mmosela@helenofroy.com   |
| Attorney General for the State of Tennessee                         | Tennessee Attorney General            | Attn Bankruptcy Department                                | agattorneys@ag.tn.gov  |
| Top 30 Creditor   | TEST-RITE INTL CO., LTD.              | Carol Yu  | am-la-home@testritegroup.com   |
| Texas Attorney General  | Texas Attorney General                | Attn Bankruptcy Department                                | bankruptcytax@oag.texas.gov;<br>communications@oag.texas.gov;<br>Robert.robinson@oag.texas.gov                                     |

**Master Service List**  
Served via Electronic Mail

| Description   | CreditorName   | CreditorNoticeName                                 | Email  |
|---|--|--|--|
| Top 30 Creditor   | Transcon Shipping Co., Inc.                                      | Eric Barcomb                                       | ericb@transconshipping.com                     |
| SDTX - United States Attorney Office for the Southern District of Texas | US Attorney Office, Southern District of Texas                   | Civil Process Clerk for the U.S. Attorney's Office | usatxs.atty@usdoj.gov                          |
| SDTX - Office of the U.S. Trustee for the Southern District of Texas    | US Trustee for the Southern District of Texas (Houston Division) | Ha Nguyen, Vianey Garza                            | Ha.Nguyen@usdoj.gov;<br>Vianey.Garza@usdoj.gov |
| Attorney General for the State of Utah                                  | Utah Attorney General  | Attn Bankruptcy Department                         | bankruptcy@agutah.gov                          |
| Attorney General for the State of Vermont                               | Vermont Attorney General   | Attn Bankruptcy Department                         | ago.info@vermont.gov                           |
| Attorney General for the State of Virginia                              | Virginia Attorney General  | Attn Bankruptcy Department                         | mailoag@oag.state.va.us                        |
| Attorney General for the State of West Virginia                         | West Virginia Attorney General                                   | Attn Bankruptcy Department                         | consumer@wvago.gov                             |
| Top 30 Creditor   | Whitmor, Inc.  | Jerri Perrault                                     | ar@whitmor.com                                 |
| Attorney General for the State of Wisconsin                             | Wisconsin Attorney General                                       | Attn Bankruptcy Department                         | dojbankruptcynoticegroup@doj.state.wi.us       |
| Top 30 Creditor   | Wurth Baer Supply Company  | Candy Debartolo                                    | candy.debartolo@wurthbsc.com                   |
| Attorney General for the State of Wyoming                               | Wyoming Attorney General   | Attn Bankruptcy Department                         | ag.webmaster@wyo.gov                           |
| Top 30 Creditor   | XPO Logistics, LLC   | Kenneth Burger                                     | kenneth.burger@rxo.com                         |
| Top 30 Creditor   | York (Asia) Limited  | Ivy Peng   | ivy.peng@yorkasia.com                          |



## **Exhibit B**

## Exhibit B

Master Service List  
Served via First Class Mail

| Description                                     | CreditorName                             | CreditorNoticeName                     | Address1                               | Address2                 | City         | State | Zip        | Country |
|---|--|--|--|--------------------------|--------------|-------|------------|---------|
| Attorney General for the State of Arizona       | Arizona Attorney General                 | Attn Bankruptcy Department             | 2005 N Central Ave                     |                          | Phoenix      | AZ    | 85004-2926 |         |
| Attorney General for the State of California    | California Attorney General              | Attn Bankruptcy Department             | 1300 I St., Ste. 1740                  |                          | Sacramento   | CA    | 95814-2919 |         |
| Top 30 Creditor                                 | DJS International Services, Inc.         | Linda Stewart                          | P.O. Box 612785                        |                          | DFW Airport  | TX    | 75261      |         |
| Top 30 Creditor                                 | Evergreen Shipping Agency (America) Corp | Rodney Bledsoe                         | 16000 Dallas Pkwy                      |                          | Dallas       | TX    | 75248      |         |
| IRS   | Internal Revenue Service                 | Centralized Insolvency Operation       | PO Box 7346                            |                          | Philadelphia | PA    | 19101-7346 |         |
| Top 30 Creditor                                 | J&O Plastics Inc                         | Mary Mohler                            | 12475 Sheets Road                      |                          | Rittman      | OH    | 44270      |         |
| Attorney General for the State of Kansas        | Kansas Attorney General                  | Attn Bankruptcy Department             | 120 SW 10th Ave., 2nd Fl               |                          | Topeka       | KS    | 66612-1597 |         |
| Attorney General for the State of Massachusetts | Massachusetts Attorney General           | Attn Bankruptcy Department             | One Ashburton Place                    | 20th Floor               | Boston       | MA    | 02108-1518 |         |
| Attorney General for the State of Mississippi   | Mississippi Attorney General             | Attn Bankruptcy Department             | Walter Sillers Building                | 550 High St Ste 1200     | Jackson      | MS    | 39201      |         |
| Attorney General for the State of New Mexico    | New Mexico Attorney General              | Attn Bankruptcy Department             | 408 Galisteo St                        | Villagra Building        | Santa Fe     | NM    | 87501      |         |
| Top 30 Creditor                                 | Ningbo Vacane Import & Export Co., LTD.  | Amy Zheng                              | No 132, Chezhan West Road              | Huangtang Town, Ninghai  | Ningbo       |       | 315600     | China   |
| Top 30 Creditor                                 | OXO International, Ltd.                  | Rebecca Simkins                        | 601 W 26th St                          | Suite 1050               | New York     | NY    | 10001      |         |
| Top 30 Creditor                                 | Rashon Hayes                             | Edwin Aiwazian, Counsel Representation | Lawyers for JUSTICE, PC                | 410 Arden Ave, Suite 203 | Glendale     | CA    | 91203      |         |
| Top 30 Creditor                                 | Sapient Corporation                      | Jorge Badran                           | 40 Water Street                        |                          | Boston       | MA    | 02109      |         |
| Top 30 Creditor                                 | Swift Transportation Services, LLC       | Virginia Henkels                       | P.O. Box 643985                        |                          | Pittsburgh   | PA    | 15264-3985 |         |
| Texas Comptroller of Public Accounts            | Texas Comptroller of Public Accounts     | Attn Bankruptcy Section                | Lyndon B Johnson State Office Building | 111 East 17th St         | Austin       | TX    | 78774      |         |
| Texas Comptroller of Public Accounts            | Texas Comptroller of Public Accounts     |  | PO Box 13528, Capitol Station          |                          | Austin       | TX    | 78711-3528 |         |
| Attorney General for the State of Washington    | Washington Attorney General              | Attn Bankruptcy Department             | 1125 Washington St SE                  | PO Box 40100             | Olympia      | WA    | 98504-0100 |         |

## Exhibit C

**Lienholders Service List  
Served via First Class Mail**

| <b>CreditorName</b>                           | <b>Address1</b>     | <b>Address2</b> | <b>City</b> | <b>State</b> | <b>Zip</b> |
|---|---------------------|-----------------|-------------|--------------|------------|
| Bank One, Texas, NA as Agent                  | 1717 Main St        | 3rd Floor       | Dallas      | TX           | 75201      |
| Everbank Commercial Finance, Inc.             | 10 Waterview Blvd   |                 | Parsippany  | NJ           | 07054      |
| JPMorgan Chase Bank, N.A. as Collateral Agent | 1111 Fannin St      | 10th Floor      | Houston     | TX           | 77002      |
| MB Financial Bank, N.A.                       | 6111 North River Rd |                 | Rosemont    | IL           | 60018      |
| Summit Funding Group, Inc.                    | 4680 Parkway Drive  | Ste 300         | Mason       | OH           | 45040      |
| Susquehanna Commercial Finance, Inc.          | 2 Country View Road | Ste 300         | Malvern     | PA           | 19355      |
| Wells Fargo Bank, N.A.                        | 800 Walnut St       |                 | Des Moines  | IA           | 50309      |

## **Exhibit D**

**Banks Service List  
Served via Electronic Mail**

| <b>CreditorName</b>                       | <b>CreditorNoticeName</b> | <b>Email</b>                   |
|---|---------------------------|--------------------------------|
| Citibank, N.A.                            | Rola Tsengpappalardo      | rola.tsengpappalardo@citi.com  |
| Cornerstone National Bank & Trust Company | Hannah Spires             | hspires@cnbtc.bank             |
| JP Morgan Chase Bank, N.A.                | Victoria Cordoba          | victoria.cordoba@jpmorgan.com  |
| Wells Fargo Bank, N.A.                    | Breanne Archerd           | breanne.archerd@wellsfargo.com |
| Wells Fargo Bank, N.A.                    | Frank Sands               | frank.sands@wellsfargo.com     |

## **Exhibit E**

**Banks Service List**  
**Served via First Class Mail**

| <b>CreditorName</b>                       | <b>CreditorNoticeName</b> | <b>Address1</b>                           | <b>City</b>   | <b>State</b> | <b>Zip</b> |
|---|---------------------------|---|---------------|--------------|------------|
| Citibank, N.A.                            | Rola Tsengpappalardo      | 388 Greenwich Street, 17th Floor          | New York      | NY           | 10013      |
| Cornerstone National Bank & Trust Company | Hannah Spires             | One West Northwest Highway                | Palatine      | IL           | 60067      |
| JP Morgan Chase Bank, N.A.                | Victoria Cordoba          | 8181 Communications Pkwy Bldg B, Floor 02 | Plano         | TX           | 75024      |
| Wells Fargo Bank, N.A.                    | Breanne Archerd           | 600 South Fourth Street, 5th Floor        | Minneapolis   | MN           | 55415      |
| Wells Fargo Bank, N.A.                    | Frank Sands               | P.O. Box 63020                            | San Francisco | CA           | 94163      |



# Exhibit F

**Utility Providers Service List  
 Served via Electronic Mail**

| <b>CreditorName</b>                    | <b>CreditorNoticeName</b>     | <b>Email</b>                                |
|--|-------------------------------|---|
| California American Water Company      |                               | cawc.customeradvocacy@amwater.com           |
| City of Chicago, IL- Dept. of Water    | Jardine Water Treatment Plant | WaterManagement@cityofchicago.org           |
| City of El Segundo Water Dept, CA      |                               | h2oinquiries@elsegundo.org                  |
| City of Germantown, TN                 |                               | customerservice@germantown-tn.gov           |
| City of Houston, TX - Water/Wastewater |                               | communications@houstontx.gov                |
| City of Palo Alto Utilities, CA        |                               | UtilitiesCustomerService@CityofPaloAlto.org |
| City of Richmond, VA                   |                               | RVAmayor@rva.gov                            |
| CoServ                                 |                               | contact@coserv.com                          |
| Evergy KS MO Metro MO West             |                               | info@evergyventures.com                     |
| Fort Worth Water Department            |                               | MyWaterAccount@FortWorthTexas.gov           |
| Fulton County Finance Department, GA   |                               | customerservice@fultoncountyga.gov          |
| MIAMI-DADE WATER AND SEWER DEPT        |                               | Roy.Coley@miamidade.gov                     |
| North Shore Gas                        |                               | newconstruction@northshoregasdelivery.com   |
| Pasadena Water and Power               |                               | WPD_Answerline@cityofpasadena.net           |
| Portland General Electric (PGE)        |                               | investors@pgn.com                           |
| South Huntington Water District        |                               | info@shwd.org                               |
| Veolia Water New Jersey                |                               | csnj@veolia.com                             |
| West View Water Authority              |                               | customerservice@westviewwater.org           |

## **Exhibit G**

Utility Providers Service List  
 Served via First Class Mail

| CreditorName                             | CreditorNoticeName                 | Address1                           | Address2                | City         | State | Zip        |
|--|------------------------------------|------------------------------------|-------------------------|--------------|-------|------------|
| AES Indiana                              |                                    | PO Box 110                         |                         | Indianapolis | IN    | 46206-0110 |
| AES Indiana                              |                                    | One Monument Circle                |                         | Indianapolis | IN    | 46204-2901 |
| Ameren Missouri                          | c/o Union Electric Company         | 1901 Chouteau Avenue               |                         | St. Louis    | MO    | 63103      |
| Ameren Missouri                          |                                    | PO Box 88068                       |                         | Chicago      | IL    | 60680-1068 |
| APS                                      |                                    | PO Box 37812                       |                         | Boone        | IA    | 50037-0812 |
| Aqua Pennsylvania                        |                                    | PO Box 70279                       |                         | PHILADELPHIA | PA    | 19176-0279 |
| Aqua Pennsylvania                        |                                    | 762 West Lancaster Ave.            |                         | Bryn Mawr    | PA    | 19010      |
| Atmos Energy                             | c/o Atmos Energy Corporation       | 1800 Three Lincoln Centre          | 5430 LBJ Freeway        | Dallas       | TX    | 75240      |
| Atmos Energy                             |                                    | PO Box 630872                      |                         | CINCINNATI   | OH    | 45263-0872 |
| AW Billing Service LLC                   |                                    | 4431 North Dixie Highway           |                         | Boca Raton   | FL    | 33431      |
| BGE                                      | Baltimore Gas and Electric Company | 2 Center Plaza                     | 110 West Fayette Street | Baltimore    | MD    | 21201-3708 |
| BGE                                      |                                    | P.O. Box 13070                     |                         | PHILADELPHIA | PA    | 19101-3070 |
| California American Water Company        |                                    | PO BOX 7150                        |                         | Pasadena     | CA    | 91109-7150 |
| California American Water Company        |                                    | 655 W Broadway, #1410              |                         | San Diego    | CA    | 92101      |
| CenterPoint Energy                       | CenterPoint Energy, Inc.           | 1111 Louisiana Street              |                         | Houston      | TX    | 77002      |
| CenterPoint Energy                       |                                    | P.O. Box 4981                      |                         | HOUSTON      | TX    | 77210-4981 |
| CenterPoint Energy Minnegasco            | CenterPoint Energy, Inc.           | 505 Nicollet Mall                  |                         | Minneapolis  | MN    | 55402      |
| CenterPoint Energy Minnegasco            |                                    | PO BOX 4671                        |                         | HOUSTON      | TX    | 77210-4671 |
| CenturyLink                              | c/o Lumen Technologies, Inc.       | 100 CenturyLink Drive              |                         | Monroe       | LA    | 71203      |
| CenturyLink Summary                      |                                    | PO BOX 52187                       |                         | PHOENIX      | AZ    | 85072-2187 |
| Charter Communications                   |                                    | BOX 223085                         |                         | Pittsburgh   | PA    | 15251-2085 |
| Charter Communications                   |                                    | PO BOX 223085                      |                         | Pittsburgh   | PA    | 15251-2085 |
| Charter Communications                   |                                    | 400 Washington Blvd.               |                         | Stamford     | CT    | 06902      |
| Citizens Energy Group                    |                                    | PO Box 7056                        |                         | Indianapolis | IN    | 46207-7056 |
| Citizens Energy Group                    |                                    | 2020 North Meridian St.            |                         | Indianapolis | IN    | 46202      |
| City of Atlanta, GA-Dept of Watershed Mg |                                    | PO Box 105275                      |                         | ATLANTA      | GA    | 30348-5275 |
| City of Atlanta, GA-Dept of Watershed Mg |                                    | 72 Marietta Street NE              |                         | Atlanta      | GA    | 30303      |
| City of Austin, TX                       |                                    | PO Box 2267                        |                         | Austin       | TX    | 78783-2267 |
| City of Austin, TX                       |                                    | 4815 Mueller Blvd                  |                         | Austin       | TX    | 78723-3573 |
| City of Chicago, IL- Dept. of Water      | Jardine Water Treatment Plant      | 1000 East Ohio Street              |                         | Chicago      | IL    | 60611      |
| City of Coppell, TX                      |                                    | P.O. Box 9478                      |                         | Coppell      | TX    | 75019      |
| City of Coppell, TX                      |                                    | 255 E Parkway Boulevard            |                         | Coppell      | TX    | 75019      |
| City of Dallas, TX                       | Water Utilities                    | 1500 Marilla Street, Room 4A North |                         | Dallas       | TX    | 75201      |
| City of Dallas, TX                       |                                    | CITY HALL 2D South                 |                         | Dallas       | TX    | 75277      |
| City of El Segundo Water Dept, CA        |                                    | PO Box 101426                      |                         | Pasadena     | CA    | 91189-1426 |
| City of El Segundo Water Dept, CA        |                                    | 350 Main Street                    |                         | El Segundo   | CA    | 90245      |
| City of Elmhurst                         |                                    | 209 N YORK ST                      |                         | ELMHURST     | IL    | 60126      |
| City of Englewood, CO                    |                                    | 1000 Englewood Parkway             |                         | Englewood    | CO    | 80110      |
| City of Foster City/Emid                 |                                    | 610 FOSTER CITY BLVD               |                         | FOSTER CITY  | CA    | 94404      |

Utility Providers Service List  
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| CreditorName                           | CreditorNoticeName                    | Address1                  | Address2               | City             | State | Zip        |
|--|---------------------------------------|---------------------------|------------------------|------------------|-------|------------|
| City of Germantown, TN                 |                                       | PO Box 2274               |                        | Memphis          | TN    | 38101-2274 |
| City of Germantown, TN                 |                                       | 1930 S. Germantown Road   |                        | Germantown       | TN    | 38138      |
| City of Glendale, AZ                   |                                       | P.O. Box 500              |                        | Glendale         | AZ    | 85311-0500 |
| City of Houston, TX - Water/Wastewater |                                       | PO Box 1560               |                        | HOUSTON          | TX    | 77251-1560 |
| City of Houston, TX - Water/Wastewater |                                       | 611 Walker St             |                        | Houston          | TX    | 77002      |
| City of Oklahoma City, OK              |                                       | PO BOX 26570              |                        | Oklahoma City    | OK    | 73126-0570 |
| City of Oklahoma City, OK              |                                       | 420 W Main St Ste 501     |                        | Oklahoma City    | OK    | 73102      |
| City of Oxnard, CA                     |                                       | 214 South C St            |                        | Oxnard           | CA    | 93030-5712 |
| City of Oxnard, CA                     |                                       | 300 W 3rd St.             |                        | Oxnard           | CA    | 93030      |
| City of Palo Alto Utilities, CA        |                                       | PO Box 51019              |                        | Los Angeles      | CA    | 90051-5319 |
| City of Palo Alto Utilities, CA        |                                       | 250 Hamilton Ave          |                        | Palo Alto        | CA    | 94301      |
| City of Peabody, MA                    |                                       | PO Box 3047               |                        | Peabody          | MA    | 01961-3047 |
| City of Peabody, MA                    |                                       | 24 Lowell St.             |                        | Peabody          | MA    | 01960      |
| City of Phoenix, AZ                    |                                       | PO Box 29100              |                        | PHOENIX          | AZ    | 85038-9100 |
| City of Phoenix, AZ                    |                                       | 200 W. Washington Street  | Phoenix City Hall      | Phoenix          | AZ    | 85003      |
| City of Plano, TX                      |                                       | P.O. Box 861990           |                        | Plano            | TX    | 75086-1990 |
| City of Plano, TX                      |                                       | 1520 K Avenue             | Plano Municipal Center | Plano            | TX    | 75074      |
| City of Richmond, VA                   |                                       | PO Box 71210              |                        | Charlotte        | NC    | 28272-1210 |
| City of Richmond, VA                   |                                       | 900 E. Broad Street       |                        | Richmond         | VA    | 23219      |
| City of Tampa Utilities                |                                       | PO Box 30191              |                        | Tampa            | FL    | 33630-3191 |
| City of Tampa Utilities                |                                       | 306 East Jackson Street   |                        | Tampa            | FL    | 33602      |
| City of Troy, MI                       |                                       | PO Box 554743             |                        | Detroit          | MI    | 48255-4753 |
| City of Tualatin, OR                   |                                       | 18880 SW Martinazzi Ave   |                        | Tualatin         | OR    | 97062-7092 |
| City of Wauwatosa-Water                |                                       | BIN 88445                 |                        | Milwaukee        | WI    | 53288-0445 |
| City of White Plains, NY               |                                       | PO Box 5064               |                        | White Plains     | NY    | 10602      |
| City Treasurer-Public Utilities Dept   |                                       | PO Box 129020             |                        | San Diego        | CA    | 92112-9020 |
| City Treasurer-Public Utilities Dept   |                                       | 1200 Third Ave Suite 100  |                        | San Diego        | CA    | 92101      |
| Colorado Springs Utilities             |                                       | PO Box 340                |                        | Colorado Springs | CO    | 80901      |
| Colorado Springs Utilities             |                                       | 111 S Cascade Ave.        |                        | Colorado Springs | CO    | 80903      |
| Columbia Gas of Ohio                   |                                       | PO Box 4629               |                        | Carol Stream     | IL    | 60197-4629 |
| Columbia Gas of Ohio                   |                                       | 290 W. Nationwide Blvd.   |                        | Columbus         | OH    | 43215      |
| Columbia Gas of Virginia               |                                       | PO Box 70319              |                        | PHILADELPHIA     | PA    | 19176-0319 |
| Columbia Gas of Virginia               |                                       | 1809 Coyote Drive         |                        | Chester          | VA    | 23836      |
| Comcast Business                       |                                       | One Comcast Center        |                        | Philadelphia     | PA    | 19103-2838 |
| Comcast Business                       |                                       | PO Box 4089               |                        | Carol Stream     | IL    | 60126-1128 |
| ComEd                                  | Exelon Business Services Company, LLC | 440 S LaSalle St          |                        | Chicago          | IL    | 60605      |
| ComEd                                  |                                       | PO Box 6111               |                        | Carol Stream     | IL    | 60197-6113 |
| Con Edison                             |                                       | 390 WEST ROUTE 59         |                        | SPRING VALLEY    | NY    | 10977-5300 |
| Congressional Plaza Assoc              |                                       | PO Box 8500 Lockbox #9320 |                        | PHILADELPHIA     | PA    | 19178-9320 |

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| CreditorName                        | CreditorNoticeName  | Address1                               | Address2                | City           | State | Zip        |
|-------------------------------------|---------------------|--|-------------------------|----------------|-------|------------|
| Congressional Plaza Assoc           |                     | 154 Congressional Lane                 |                         | Rockville      | MD    | 20852      |
| Congressional Plaza Associates, LLC | Legal Department    | c/o Federal Realty Investment Trust    | 909 Rose Ave, Suite 200 | North Bethesda | MD    | 20852      |
| Constellation NewEnergy             |                     | PO Box 4640                            |                         | Carol Stream   | IL    | 60197-4640 |
| Constellation NewEnergy             |                     | 1310 Point Street                      |                         | Baltimore      | MD    | 21231-3380 |
| Consumers Energy                    |                     | PO Box 740309                          |                         | CINCINNATI     | OH    | 45274-0309 |
| Consumers Energy                    |                     | One Energy Plaza EP1-416               |                         | Jackson        | MI    | 49201      |
| CoServ                              |                     | PO Box 734803                          |                         | Dallas         | TX    | 75373-4803 |
| CoServ                              |                     | 7701 S Stemmons                        |                         | Corinth        | TX    | 76210-1842 |
| CPS Energy                          | Bankruptcy Section  | 500 McCullough                         | Mail Drop 110910        | San Antonio    | TX    | 78215      |
| CPS Energy                          |                     | P.O. Box 2678                          |                         | San Antonio    | TX    | 78289-0001 |
| DELMARVA POWER DE/MD/VA             |                     | PO Box 13609                           |                         | PHILADELPHIA   | PA    | 19101-3609 |
| DELMARVA POWER DE/MD/VA             |                     | 500 North Wakefield Drive              |                         | Newark         | DE    | 19702      |
| Denver Water                        |                     | PO Box 173343                          |                         | DENVER         | CO    | 80217-3343 |
| Denver Water                        |                     | 1600 W. 12th Ave.                      |                         | Denver         | CO    | 80204-3412 |
| Direct Energy                       |                     | PO Box 660749                          |                         | Dallas         | TX    | 75266      |
| Direct Energy                       |                     | 910 Louisiana St                       |                         | Houston        | TX    | 77002      |
| Dominion Energy                     |                     | 120 Tredegar Street                    |                         | Richmond       | VA    | 23219      |
| Dominion Energy                     |                     | 120 Tredegar Street                    |                         | Richmond       | VA    | 23219      |
| Dominion Energy North Carolina      |                     | PO Box 25715                           |                         | Richmond       | VA    | 23260-5715 |
| Dominion VA/NC Power                |                     | P.O. Box 26543                         |                         | Richmond       | VA    | 23290-0001 |
| DTE Energy                          |                     | PO BOX 630795                          |                         | CINCINNATI     | OH    | 45263-0795 |
| DTE Energy                          |                     | One Energy Plaza                       |                         | Cincinnati     | OH    | 48226-1279 |
| Duke Energy                         |                     | PO Box 1094                            |                         | Charlotte      | NC    | 28201-1094 |
| Duke Energy                         |                     | 525 South Tryon Street                 |                         | Charlotte      | NC    | 28202      |
| Duquesne Light Company              |                     | PO Box 371324                          |                         | Pittsburgh     | PA    | 15250-7324 |
| Duquesne Light Company              |                     | 411 Seventh Avenue                     |                         | Pittsburgh     | PA    | 15219      |
| Dynegy Energy Services              |                     | 27679 Network Place                    |                         | Chicago        | IL    | 60673      |
| Enbridge Gas Ohio                   |                     | P.O. Box 26785                         |                         | Richmond       | VA    | 23261-6785 |
| Enbridge Gas Ohio                   |                     | 915 North Eldridge Parkway, Suite 1100 |                         | Houston        | TX    | 77079      |
| ENGIE Insight Services Inc.         |                     | 1313 N Atlantic Street                 | Suite 5000              | Spokane        | WA    | 99210      |
| Entergy Arkansas, Inc.              | Entergy Corporation | 639 Loyola Avenue                      |                         | New Orleans    | LA    | 70113      |
| Entergy Arkansas, Inc.              |                     | PO BOX 8101                            |                         | BATON ROUGE    | LA    | 70891-8101 |
| Entergy Texas, Inc.                 | Entergy Corporation | 639 Loyola Avenue                      |                         | New Orleans    | LA    | 70113      |
| Entergy Texas, Inc.                 |                     | PO BOX 8104                            |                         | BATON ROUGE    | LA    | 70891-8104 |
| Evergy KS MO Metro MO West          |                     | P.O. Box 219330                        |                         | Kansas City    | MO    | 64121-9330 |
| Evergy KS MO Metro MO West          |                     | 1200 Main St                           |                         | Kansas City    | MO    | 64105      |
| Eversource Energy                   |                     | PO Box 56007                           |                         | Boston         | MA    | 02205-6007 |
| Eversource Energy                   |                     | 247 Station Drive                      |                         | Westwood       | MA    | 02090      |
| Fairfax Water - VA                  |                     | PO Box 5008                            |                         | Merrifield     | VA    | 22116-5008 |

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| CreditorName                         | CreditorNoticeName         | Address1                        | Address2 | City            | State | Zip        |
|--------------------------------------|----------------------------|---------------------------------|----------|-----------------|-------|------------|
| Fairfax Water - VA                   |                            | 8570 Executive Park Ave.        |          | Fairfax         | VA    | 22031      |
| Fort Worth Water Department          |                            | PO Box 961003                   |          | Fort Worth      | TX    | 76161-0003 |
| Fort Worth Water Department          |                            | 100 Fort Worth Trail, 5th Floor |          | Fort Worth      | TX    | 76102      |
| FPL - Florida Power & Light Company  |                            | General Mail Facility           |          | Miami           | FL    | 33188-0001 |
| Frontier Communications              |                            | PO BOX 740407                   |          | CINCINNATI      | OH    | 45274-0407 |
| Frontier Communications              |                            | 1919 McKinney Ave.              |          | Dallas          | TX    | 75201      |
| Fulton County Finance Department, GA |                            | PO Box 105300                   |          | ATLANTA         | GA    | 30348-5300 |
| Fulton County Finance Department, GA |                            | 141 Pryor St. SW, Ste. 7001     |          | Atlanta         | GA    | 30303      |
| Gas South                            |                            | P.O. Box 530552                 |          | ATLANTA         | GA    | 30353-0552 |
| Gas South                            |                            | 788 Circle 75 Parkway SE        |          | Atlanta         | GA    | 30339      |
| Georgia Power                        |                            | 96 ANNEX                        |          | ATLANTA         | GA    | 30396      |
| Grande Communications Network        | c/o Astound                | 401 Carlson Circle              |          | San Marcos      | TX    | 78666      |
| Grande Communications Network        |                            | PO Box 679367                   |          | Dallas          | TX    | 75267-9367 |
| Hotwire Communications - 57330       |                            | 2100 West Cypress Creek Road    |          | Fort Lauderdale | FL    | 33309      |
| Jersey Central Power & Light         | FirstEnergy Corp.          | 76 South Main Street            |          | Akron           | OH    | 44308      |
| Jersey Central Power & Light         |                            | PO Box 371422                   |          | Pittsburgh      | PA    | 15250-7422 |
| Johnson County Wastewater            |                            | PO BOX 219948                   |          | Kansas City     | MO    | 64121-9948 |
| Johnson County Wastewater            |                            | 11811 S Sunset Dr #2500         |          | Olathe          | KS    | 66061      |
| Kansas Gas Service                   |                            | PO Box 219046                   |          | Kansas City     | MO    | 64121-9046 |
| Kansas Gas Service                   |                            | 7421 W. 129th Street            |          | Overland Park   | KS    | 66213      |
| Level 3 Communications LLC           |                            | PO BOX 910182                   |          | DENVER          | CO    | 80291-0182 |
| Level 3 Communications LLC           |                            | 1025 Eldorado Boulevard         |          | Broomfield      | CO    | 80021      |
| Liberty Utilities - NH               |                            | 75 Remittance Dr                |          | Chicago         | IL    | 60675-1032 |
| Liberty Utilities - NH               |                            | 116 North Main Street           |          | Concord         | NH    | 03301      |
| Los Angeles Dept of Water & Power    |                            | P.O. Box 30808                  |          | Los Angeles     | CA    | 90030-0808 |
| Los Angeles Dept of Water & Power    |                            | 111 N. Hope Street              |          | Los Angeles     | CA    | 90012      |
| Marin Municipal Water District       |                            | 220 Nellen Avenue               |          | Corte Madera    | CA    | 94925-1105 |
| Memphis Light, Gas & Water Division  |                            | P.O. Box 388                    |          | Memphis         | TN    | 38145-0388 |
| Mesa Water District                  |                            | PO Box 6513                     |          | Pasadena        | CA    | 91109-6500 |
| Mesa Water District                  |                            | 1965 Placentia Avenue           |          | Costa Mesa      | CA    | 92627      |
| MIAMI-DADE WATER AND SEWER DEPT      |                            | P.O. Box 026055                 |          | Miami           | FL    | 33102-6055 |
| MIAMI-DADE WATER AND SEWER DEPT      |                            | 3071 SW 38th Ave                |          | Miami           | FL    | 33146      |
| MidAmerican Energy Company           |                            | PO Box 8020                     |          | Davenport       | IA    | 52808-8020 |
| MidAmerican Energy Company           |                            | 666 Grand Ave                   |          | Des Moines      | IA    | 50309      |
| MUD #METRO                           | The Woodlands Water Agency | 2455 Lake Robbins Drive         |          | The Woodlands   | TX    | 77380      |
| MUD #METRO                           |                            | PO Box 7580                     |          | Spring          | TX    | 77387-7580 |
| Murray City Corporation, UT          |                            | PO Box 57919                    |          | Murray          | UT    | 84157-0919 |
| Murray City Corporation, UT          |                            | 10 E 4800 S, Room 160           |          | Murray          | UT    | 84107      |
| Nashville Electric Service           |                            | PO Box 305099                   |          | Nashville       | TN    | 37230-5099 |

## Exhibit G

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| CreditorName                              | CreditorNoticeName   | Address1                              | Address2 | City          | State | Zip        |
|---|----------------------|---------------------------------------|----------|---------------|-------|------------|
| Nashville Electric Service                |                      | 1214 Church Street                    |          | Nashville     | TN    | 37246      |
| National Grid - Pittsburgh                |                      | PO Box 371338                         |          | Pittsburgh    | PA    | 15250-7338 |
| National Grid - Pittsburgh                |                      | PO Box 371382                         |          | Pittsburgh    | PA    | 15250-7382 |
| National Grid - Pittsburgh                |                      | 175 East Old Country Rd               |          | Hicksville    | NY    | 11801      |
| National Grid - Pittsburgh                |                      | 175 East Old Country Rd               |          | Hicksville    | NY    | 11801      |
| New Jersey American Water Company         |                      | P.O. Box 371331                       |          | Pittsburgh    | PA    | 15250-7331 |
| New Jersey American Water Company         |                      | 1 Water Street                        |          | Camden        | NJ    | 08102      |
| New Mexico Gas Company                    |                      | PO Box 27885                          |          | Albuquerque   | NM    | 87125-7885 |
| New Mexico Gas Company                    |                      | 1625 Rio Bravo SW Suite 27<br>87105   |          | Albuquerque   | NM    | 87105      |
| Nicor Gas                                 | c/o Southern Company | 30 Ivan Allen Jr. Boulevard,<br>N.W.  |          | Atlanta       | GA    | 30308      |
| Nicor Gas                                 |                      | PO Box 5407                           |          | Carol Stream  | IL    | 60197-5407 |
| North Shore Gas                           |                      | PO Box 6050                           |          | Carol Stream  | IL    | 60197-6050 |
| North Shore Gas                           |                      | 200 E. Randolph St.                   |          | Chicago       | IL    | 60601-6302 |
| NV Energy/30150 South Nevada              |                      | PO Box 30150                          |          | Reno          | NV    | 89520-3150 |
| NW Natural                                |                      | PO BOX 6017                           |          | Portland      | OR    | 97228-6017 |
| NW Natural                                |                      | 250 SW Taylor St.                     |          | Portland      | OR    | 97204      |
| OG&E -Oklahoma Gas & Electric Service     |                      | P.O. Box 24990                        |          | Oklahoma City | OK    | 73124-0990 |
| OG&E -Oklahoma Gas & Electric Service     |                      | 321 North Harvey                      |          | Oklahoma City | OK    | 73102-3405 |
| Oklahoma Natural Gas Co: Kansas City      |                      | PO Box 219296                         |          | Kansas City   | MO    | 64121-9296 |
| Oklahoma Natural Gas Co: Kansas City      |                      | 15 East Fifth Street                  |          | Tulsa         | OK    | 74103      |
| Orlando Utilities Commission              |                      | PO Box 31329                          |          | Tampa         | FL    | 33631-3329 |
| Orlando Utilities Commission              |                      | 100 W. Anderson St.                   |          | Orlando       | FL    | 32801      |
| Pacific Gas & Electric                    |                      | P.O. BOX 997300                       |          | Sacramento    | CA    | 95899-7300 |
| Pacific Gas & Electric                    |                      | 300 Lakeside Drive, Suite 210         |          | Oakland       | CA    | 94612      |
| Pasadena Water and Power                  |                      | P.O. BOX 7120                         |          | Pasadena      | CA    | 91109      |
| Pasadena Water and Power                  |                      | 100 North Garfield Ave., Room<br>N106 |          | Pasadena      | CA    | 91101      |
| Peabody Municipal Light Plant             |                      | PO Box 3199                           |          | Peabody       | MA    | 01961-3199 |
| Peabody Municipal Light Plant             |                      | 201 Warren Street Extension           |          | Peabody       | MA    | 01960      |
| PECO                                      |                      | PO BOX 37629                          |          | PHILADELPHIA  | PA    | 19101      |
| Peoples                                   |                      | PO Box 644760                         |          | Pittsburgh    | PA    | 15264-4760 |
| Peoples Gas                               |                      | PO Box 6050                           |          | Carol Stream  | IL    | 60197-6050 |
| Peoples Gas                               |                      | 200 E. Randolph St.                   |          | Chicago       | IL    | 60601-6302 |
| Peoples Gas                               |                      | 200 E. Randolph St.                   |          | Chicago       | IL    | 60601-6302 |
| PEPCO (Potomac Electric Power<br>Company) |                      | PO Box 13608                          |          | PHILADELPHIA  | PA    | 19101-3608 |
| PEPCO (Potomac Electric Power<br>Company) |                      | 701 Ninth St., NW                     |          | Washington    | DC    | 20001      |
| Piedmont Natural Gas                      |                      | PO Box 1246                           |          | Charlotte     | NC    | 28201-1246 |



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| CreditorName                          | CreditorNoticeName          | Address1                            | Address2 | City               | State | Zip        |
|---------------------------------------|-----------------------------|-------------------------------------|----------|--------------------|-------|------------|
| Piedmont Natural Gas                  |                             | 525 S Tryon St.                     |          | Charlotte          | NC    | 28202      |
| Portland General Electric (PGE)       |                             | PO Box 4438                         |          | Portland           | OR    | 97208-4438 |
| Portland General Electric (PGE)       |                             | 121 SW Salmon St.                   |          | Portland           | OR    | 97204      |
| PSE&G-Public Service Elec & Gas Co    |                             | P.O. Box 14444                      |          | New Brunswick      | NJ    | 08906-4444 |
| PSE&G-Public Service Elec & Gas Co    |                             | 80 Park Plaza                       |          | Newark             | NJ    | 07102      |
| PSEGLI                                |                             | P.O. Box 9039                       |          | Hicksville         | NY    | 11802-9039 |
| PSEGLI                                |                             | 80 Park Plaza                       |          | Newark             | NJ    | 07102      |
| Puget Sound Energy                    |                             | BOT-01H                             |          | Bellevue           | WA    | 98009-9269 |
| Puget Sound Energy                    |                             | 355 - 110th Avenue NE               |          | Bellevue           | WA    | 98004      |
| Rhode Island Energy                   |                             | PO Box 371875                       |          | Pittsburgh         | PA    | 15250-7875 |
| Rhode Island Energy                   |                             | 280 Melrose Street                  |          | Providence         | RI    | 02907      |
| Ross Township, PA                     | c/o Public Works Department | 225 Cemetery Lane                   |          | Pittsburgh         | PA    | 15237      |
| Ross Township, PA                     |                             | PO Box 645124                       |          | Pittsburgh         | PA    | 15264-5124 |
| San Antonio Water System, TX          |                             | PO Box 650989                       |          | Dallas             | TX    | 75265-0989 |
| San Antonio Water System, TX          |                             | 2800 US Hwy 281 N                   |          | San Antonio        | TX    | 78212      |
| San Diego Gas & Electric              |                             | P.O. Box 25111                      |          | Santa Ana          | CA    | 92799-5111 |
| San Diego Gas & Electric              |                             | 8330 Century Park Ct.               |          | San Diego          | CA    | 92123-1530 |
| San Jose Water Company                |                             | PO Box 7045                         |          | Pasadena           | CA    | 91109-7045 |
| San Jose Water Company                |                             | 110 West Taylor St                  |          | San Jose           | CA    | 95110-2131 |
| Seacoast Utility Authority            |                             | PO Box 30568                        |          | Tampa              | FL    | 33630-3568 |
| Seacoast Utility Authority            |                             | 4200 Hood Rd.                       |          | Palm Beach Gardens | FL    | 33410      |
| SMUD                                  |                             | Box 15555                           |          | Sacramento         | CA    | 95852-1555 |
| South Huntington Water District       |                             | PO Box 71458                        |          | PHILADELPHIA       | PA    | 19176-9903 |
| South Huntington Water District       |                             | 75 Fifth Avenue South               |          | Huntington Station | NY    | 11746      |
| Southern California Edison            |                             | P.O. Box 600                        |          | Rosemead           | CA    | 91771-0001 |
| Southern California Gas (The Gas Co.) |                             | PO Box C                            |          | Monterey Park      | CA    | 91756      |
| Southern California Gas (The Gas Co.) |                             | 555 West 5th St                     |          | Los Angeles        | CA    | 90013      |
| Southlake Water Utilities             |                             | 1400 Main St STE 200                |          | Southlake          | TX    | 76092      |
| Southwest Gas                         |                             | PO Box 24531                        |          | Oakland            | CA    | 94623-1531 |
| Spire/St Louis                        |                             | Drawer 2                            |          | St Louis           | MO    | 63171      |
| Spire/St Louis                        |                             | 700 Market Street                   |          | St. Louis          | MO    | 63101      |
| SRP - Salt River Project              |                             | PO Box 2951                         |          | PHOENIX            | AZ    | 85062-2951 |
| SRP - Salt River Project              |                             | 1500 N. Mill Ave                    |          | Tempe              | AZ    | 85281      |
| Summit Utilities Arkansas Inc         |                             | PO Box 676344                       |          | Dallas             | TX    | 75267-6344 |
| Summit Utilities Arkansas Inc         |                             | 10825 W. Geddes Ave, Suite 410      |          | Centennial         | CO    | 80112      |
| Teco Tampa Electric Company           |                             | P.O. Box 31318                      |          | Tampa              | FL    | 33631-3318 |
| Texas Gas Service                     |                             | PO Box 219913                       |          | Kansas City        | MO    | 64121-9913 |
| Texas Gas Service                     |                             | 1301 S. Mopac Expressway, Suite 400 |          | Austin             | TX    | 78746      |
| The Illuminating Company              |                             | PO Box 371422                       |          | Pittsburgh         | PA    | 15250-7422 |

**Utility Providers Service List  
 Served via First Class Mail**

| CreditorName                             | CreditorNoticeName         | Address1                    | Address2 | City            | State | Zip        |
|--|----------------------------|-----------------------------|----------|-----------------|-------|------------|
| The Illuminating Company                 |                            | 76 South Main St            |          | Akron           | OH    | 44308      |
| Town of Fairview, TX                     |                            | 372 Town Place              |          | Fairview        | TX    | 75069      |
| Township of Livingston, NJ               |                            | 357 South Livingston Avenue |          | Livingston      | NJ    | 07039      |
| Tucson Electric Power Company            |                            | PO Box 5171                 |          | Harlan          | IA    | 51593-0671 |
| Tucson Electric Power Company            |                            | 88 E. Broadway Blvd.        |          | Tucson          | AZ    | 85701      |
| TXU Energy                               |                            | PO BOX 650638               |          | Dallas          | TX    | 75265-0638 |
| TXU Energy                               |                            | 6555 Sierra Drive           |          | Irving          | TX    | 75039      |
| UBS-Utility Billing Services             | c/o Central Arkansas Water | 221 East Capitol Ave        |          | Little Rock     | AR    | 77202      |
| UBS-Utility Billing Services             |                            | P.O. Box 8100               |          | Little Rock     | AR    | 72203-8100 |
| UNITIL NH Gas Operations                 |                            | PO Box 981077               |          | Boston          | MA    | 02298-1077 |
| UNITIL NH Gas Operations                 |                            | 6 Liberty Lane West         |          | Hampton         | NH    | 03842-1720 |
| Upper Merion Sewer Revenue               |                            | 175 West Valley Forge Road  |          | King of Prussia | PA    | 19406-1802 |
| Veolia Water New Jersey                  |                            | PO Box 371804               |          | Pittsburgh      | PA    | 15250      |
| Veolia Water New Jersey                  |                            | 69 Devoe Place              |          | Hackensack      | NJ    | 07601      |
| Verizon                                  |                            | PO BOX 15043                |          | ALBANY          | NY    | 12212-5043 |
| Verizon                                  |                            | 1095 Avenue of the Americas |          | New York        | NY    | 10036      |
| Village of Schaumburg, IL                |                            | 101 Schaumburg Ct           |          | Schaumburg      | IL    | 60193-1881 |
| Vinakom Communications                   |                            | 860 Remington Rd            |          | Schaumburg      | IL    | 60173      |
| Washington Gas                           |                            | PO BOX 37747                |          | PHILADELPHIA    | PA    | 19101-5047 |
| Washington Gas                           |                            | 6801 Industrial Road        |          | Springfield     | VA    | 22151      |
| WaterOne (Water Dist No 1 of Johnson Co) |                            | PO Box 219432               |          | Kansas City     | MO    | 64121-9432 |
| WaterOne (Water Dist No 1 of Johnson Co) |                            | 10747 Renner Boulevard      |          | Lenexa          | KS    | 66219      |
| WE Energies/Wisconsin Electric/Gas       |                            | PO Box 6042                 |          | Carol Stream    | IL    | 60197-6042 |
| WE Energies/Wisconsin Electric/Gas       |                            | 231 W. Michigan St.         |          | Milwaukee       | WI    | 53203      |
| West Des Moines Municipal Services       |                            | PO Box 402002               |          | Des Moines      | IA    | 50940-2002 |
| West Des Moines Municipal Services       |                            | 1505 Railroad Ave           |          | West Des Moines | IA    | 50265      |
| West View Water Authority                |                            | PO Box 6295                 |          | Hermitage       | PA    | 16148-0923 |
| West View Water Authority                |                            | 210 Perry Highway           |          | Pittsburgh      | PA    | 15229      |
| Xcel Energy                              |                            | PO Box 660553               |          | Dallas          | TX    | 75266-0553 |
| Xcel Energy                              |                            | 414 Nicollet Mall           |          | Minneapolis     | MN    | 55401      |

## **Exhibit H**

**Administrators Service List  
 Served via First Class Mail**

| <b>CreditorName</b>                      | <b>CreditorNoticeName</b>   | <b>Address1</b>             | <b>Address2</b> | <b>City</b>    | <b>State</b> | <b>Zip</b> |
|--|-----------------------------|-----------------------------|-----------------|----------------|--------------|------------|
| CAPFinancial Partners, LLC               |                             | PO Box 896952               |                 | Charlotte      | NC           | 28289      |
| CIGNA Life Insurance Company of New York |                             | PO Box 783072               |                 | Philadelphia   | PA           | 19178      |
| Fidelity Brokerage Services LLC          |                             | 245 Summer Street           |                 | Boston         | MA           | 02210      |
| Hooray Health                            |                             | 14755 Preston Rd Ste 130    |                 | Dallas         | TX           | 75254      |
| Life Insurance Company of North America  |                             | PO Box 782447               |                 | Philadelphia   | PA           | 19178      |
| Marsh McLennan Agency LLC                | Donnie Doan                 | 8144 Walnut Hill Lane       | 16th Floor      | Dallas         | TX           | 75231      |
| New York Life Insurance Company          |                             | 51 Madison Avenue Room 207  |                 | New York       | NY           | 10010      |
| O.C. Tanner Recognition Company          |                             | 1930 South State Street     |                 | Salt Lake City | UT           | 84115-2311 |
| Stealth Partner Group                    |                             | 18940 N Pima Rd.            | Ste 210         | Scottsdale     | AZ           | 85255      |
| UKG Inc.                                 | Attn: Accounting Department | 1485 North Park Drive       |                 | Weston         | FL           | 33326      |
| UKG, Inc.                                |                             | 900 Chelmsford St           |                 | Lowell         | MA           | 01851      |
| UKG, Inc.                                |                             | 2250 North Commerce Parkway |                 | Weston         | FL           | 33326      |
| United HealthCare Services, Inc.         |                             | 9900 Bren Rd. E             |                 | Minnetonka     | MN           | 55343      |
| United HealthCare Services, Inc.         |                             | 9800 Health Care Lane       |                 | Minnetonka     | MN           | 55343      |
| WEX Health, Inc.                         |                             | 4321 20th Avenue S          |                 | Fargo          | ND           | 58103      |
| Wex Health, Inc.                         |                             | PO Box 9528                 |                 | Fargo          | ND           | 58106-9528 |

# Exhibit I

**Insurance Service List  
 Served via Electronic Mail**

| <b>CreditorName</b>                                     | <b>CreditorNoticeName</b>         | <b>Email</b>  |
|---|-----------------------------------|---|
| ACE American Insurance Company                          | Chief Underwriting Officer        | WorkViewFLChubbIncoming@chubb.com   |
| ACE American Insurance Company                          | Chubb Multinational               | Christofher.Villanueva@Chubb.com  |
| AIG SPECIALTY INSURANCE COMPANY                         |                                   | ERIC.SHEPHERD@AIG.COM   |
| Allied World Assurance Company (U.S.) Inc.              |                                   | darren.janssens@awac.com  |
| Beazley Claims Services                                 |                                   | claims@beazley.com  |
| Berkshire Hathaway Specialty Insurance Company          |                                   | ClaimsNotice@bhspecialty.com;<br>execandprofnotices@bhspecialty.com       |
| Crum & Forster Specialty Insurance Company              |                                   | Contact.Us@cfins.com  |
| Endurance American Insurance Company                    | Attn Legal                        | InsuranceClaims@sompo-intl.com  |
| GAWS of London Limited                                  | Claims Manager                    | enquiries@gawsof.london;<br>claims@gawsof.london                          |
| Great American Insurance Company                        |                                   | aschultz@gaig.com   |
| Hudson Insurance Company                                | Karin L. Zimmerly, Vice President | kzimmerly@hudsoninsgroup.com  |
| Lloyd's of London                                       |                                   | enquiries@lloyds.com  |
| National Union Fire Insurance Company of Pittsburgh, PA | AIG, Financial Lines Claims       | c-claim@AIG.com   |
| National Union Fire Insurance Company of Pittsburgh, PA |                                   | GCMS@aig.com  |
| Navigators Insurance Company                            | Laura Rauba                       | laura.rauba@thehartford.com   |
| Palomar Excess and Surplus Insurance Company            | CRC Group                         | RKish@crcgroup.com  |
| Selective Ins. Co of New York                           |                                   | selectivefloodpolicy@selective.com  |
| Selective Insurance Company of America                  |                                   | FloodCustomerService@selective.com;<br>selectivefloodpolicy@selective.com |
| Selective Insurance Company of the Southeast            |                                   | FloodCustomerService@selective.com;<br>selectivefloodpolicy@selective.com |
| Syndicate 3623 at Lloyds                                | Danny O'Sullivan                  | Danny.OSullivan@beazley.com   |
| The Continental Insurance Company                       |                                   | branchcommunications@cna.com  |
| Travelers Property Casualty Company of America          | Travelers, Enterprise Development | SWMORIN@travelers.com   |

## **Exhibit J**

**Insurance Service List  
 Served via First Class Mail**

| CreditorName                                   | CreditorNoticeName                              | Address1                                 | Address2                                | City               | State | Zip        | Country        |
|--|---|--|---|--------------------|-------|------------|----------------|
| ACE American Insurance Company                 | Chief Underwriting Officer                      | Chubb - Financial Lines                  | 1133 Avenue of the Americas, 32nd Floor | New York           | NY    | 10036      |                |
| ACE American Insurance Company                 | Chubb Global Casualty                           | 5400 Lyndon B Johnson Freeway, Suite 700 |   | Dallas             | TX    | 75240      |                |
| ACE American Insurance Company                 | Chubb Multinational                             | 2 Riverway                               |   | Houston            | TX    | 77056      |                |
| ACE American Insurance Company                 |   | 436 Walnut Street                        | P.O. Box 1000                           | Philadelphia       | PA    | 19106-3703 |                |
| AIG SPECIALTY INSURANCE COMPANY                |   | 1271 Ave of the Americas, FL 37          |   | New York           | NY    | 10020-1304 |                |
| Allied World Assurance Company (U.S.) Inc.     |   | 15601 Dallas Parkway                     |   | Addison            | TX    | 75001      |                |
| Applied Financial Lines                        |   | 10805 Old Mill Rd                        |   | Omaha              | NE    | 68154      |                |
| Arch Capital Group Ltd.                        |   | Waterloo House                           | 100 Pitts Bay Road                      | Pembroke           | HM    | 08         | Bermuda        |
| Arch Capital Services LLC                      |   | 360 Hamilton Avenue, Suite 600           |   | White Plains       | NY    | 10601      |                |
| Arch Insurance North America                   |   | Grace Building                           | 1114 Avenue of the Americas, 14th Floor | New York           | NY    | 10036      |                |
| Arch Insurance North America                   |   | Harborside 3                             | 210 Hudson Street, Suite 300            | Jersey City        | NJ    | 07311-1107 |                |
| Beazley Claims Services                        |   | 30 Batterson Park Road                   |   | Farmington         | CT    | 06032      |                |
| Berkshire Hathaway Specialty Insurance Company |   | 1314 Douglas Street, Suite 1400          |   | Omaha              | NE    | 68102-1944 |                |
| CFC Underwriting Limited                       |   | 85 Gracechurch Street                    |   | London             |       | EC3V 0AA   | United Kingdom |
| Commercial Management Liability                | Attn Professional Lines Underwriting Department | 1221 Avenue of The Americas              |   | New York           | NY    | 10020      |                |
| Crum & Forster Specialty Insurance Company     |   | 305 Madison Avenue                       |   | Morristwon         | NJ    | 07960      |                |
| Endurance American Insurance Company           | Attn Legal                                      | 1221 Avenue of the Americas 18th Floor   |   | New York           | NY    | 10022      |                |
| Endurance Assurance Corporation                |   | 4 Manhattanville Road Floor 3            |   | Purchase           | NY    | 10577      |                |
| Federal Insurance Company                      |   | 202B Halls Mill Road                     |   | Whitehouse Station | NJ    | 08889      |                |
| GAWS of London Limited                         | Claims Manager                                  | One America Square, 17 Crosswall         |   | London             |       | EC3N 2AD   | United Kingdom |
| GAWS of London Limited                         |   | 12 Princes Parade Princes Dock           |   | Liverpool          |       | L3 1BG     | United Kingdom |
| Great American Insurance Company               |   | 3561 Solutions Center                    |   | Chicago            | IL    | 60677-3005 |                |
| Hartford Fire Insurance Company                |   | PO Box 913385                            |   | Denver             | CO    | 80291-3385 |                |
| Hudson Insurance Company                       | Karin L. Zimmerly, Vice President               | 100 William Street, 5th Floor            |   | New York           | NY    | 10038      |                |



**Insurance Service List  
 Served via First Class Mail**

| CreditorName   | CreditorNoticeName                 | Address1                                | Address2                       | City            | State | Zip        | Country        |
|--|------------------------------------|---|--------------------------------|-----------------|-------|------------|----------------|
| Indemnity Insurance Co. of North America                                     |                                    | 436 Walnut Street                       |                                | Philadelphia    | PA    | 19106      |                |
| JPMorgan Chase Bank, N.A.  |                                    | 10410 Highland Manor Drive, Floor 3     |                                | Tampa           | FL    | 33610-9128 |                |
| Lloyd's America Inc.,  |                                    | 25 West 53rd Street, 14th Floor         |                                | New York        | NY    | 10019,     |                |
| Lloyd's America, Inc.  | Attn Legal Department              | 280 Park Avenue, East Tower, 25th Floor |                                | New York        | NY    | 10017      |                |
| Lloyd's of London  |                                    | One Lime Street                         |                                | London          |       | EC3M 7HA   | United Kingdom |
| Marsh McLennan Agency LLC  | Donnie Doan                        | 8144 Walnut Hill Lane                   | 16th Floor                     | Dallas          | TX    | 75231      |                |
| National Union Fire Insurance Company of Pittsburgh, PA                      | AIG, Financial Lines Claims        | PO Box 25947                            |                                | Shawnee Mission | KS    | 66225      |                |
| National Union Fire Insurance Company of Pittsburgh, PA                      |                                    | 1271 Ave of the Americas, FL 37         |                                | New York        | NY    | 10020-1304 |                |
| National Union Fire Insurance Company of Pittsburgh, PA                      |                                    | 600 N. Pearl Street, Suite 700          |                                | Dallas          | TX    | 75201      |                |
| Navigators Insurance Company   | Laura Rauba                        | Excess Casualty Division                | 227 West Monroe St, 45th Floor | Chicago         | IL    | 60606      |                |
| Ohio Bureau of Workers Compensation  |                                    | 30 West Spring Street                   |                                | Columbus        | OH    | 43215-2256 |                |
| Palomar Excess and Surplus Insurance Company                                 | CRC Group                          | 7557 Rambler Road Suite 300             |                                | Dallas          | TX    | 75231      |                |
| Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT |                                    | 11250 CORPORATE AVE, SUITE 210          |                                | LENEXA          | KS    | 66219      |                |
| RT Specialty   |                                    | 180 N. Stetson Avenue, Suite 4600       |                                | Chicago         | IL    | 60601      |                |
| Selective Ins. Co of New York  |                                    | PO Box 782747                           |                                | Philadelphia    | PA    | 19178-2747 |                |
| Selective Insurance Company of America                                       |                                    | PO Box 782747                           |                                | Philadelphia    | PA    | 19178-2747 |                |
| Selective Insurance Company of the Southeast                                 |                                    | PO Box 782747                           |                                | Philadelphia    | PA    | 19178-2747 |                |
| Sompo International  | US Commercial Management Liability | 633 West 5th Street, Suite 5100         |                                | Los Angeles     | CA    | 90071      |                |
| State of Washington Department of Labor & Industries                         |                                    | 7273 Linderson Way SW                   |                                | Tumwater        | WA    | 98501-5414 |                |
| Syndicate 3623 at Lloyds   | Danny O'Sullivan                   | Beazley Group                           | 2101 CityWest Blvd             | Houston         | TX    | 77042      |                |
| The Continental Insurance Company  |                                    | 151 N Franklin Street, Floor 9          |                                | Chicago         | IL    | 60606      |                |

**Insurance Service List  
 Served via First Class Mail**

| <b>CreditorName</b>                              | <b>CreditorNoticeName</b>         | <b>Address1</b>                   | <b>Address2</b> | <b>City</b>   | <b>State</b> | <b>Zip</b> | <b>Country</b> |
|--|-----------------------------------|-----------------------------------|-----------------|---------------|--------------|------------|----------------|
| Travelers Casualty and Surety Company of America |                                   | One Tower Square, H.O. Bond, CR04 |                 | HARTFORD      | CT           | 06183      |                |
| Travelers Property Casualty Company of America   | Travelers, Enterprise Development | One Tower Square                  |                 | Hartford      | CT           | 06183      |                |
| Woodruff Sawyer & Co., Inc                       |                                   | PO Box 45057                      |                 | San Francisco | CA           | 94145-9950 |                |
| Woodruff Sawyer & Co., Inc                       |                                   | 2 Park Plaza Suite 500            |                 | Irvine        | CA           | 92614      |                |
| XL Insurance America, Inc.                       | Attn: Kyle Marti                  | 14643 Dallas Parkway, Suite 770   |                 | Dallas        | TX           | 75254      |                |

## **Exhibit K**

**Taxing Authorities Service List  
 Served via First Class Mail**

| CreditorName                              | CreditorNoticeName | Address1                                    | Address2 | City             | State | Zip        |
|---|--------------------|---|----------|------------------|-------|------------|
| Alabama Department of Revenue             |                    | PO Box 327790                               |          | Montgomery       | AL    | 36132      |
| Alaska Remote Seller Sales Tax Commission |                    | 1 Sealaska Plaza Suite 200                  |          | Juneau           | AK    | 99801      |
| Anne Arundel County Government            |                    | PO Box 427                                  |          | Annapolis        | MD    | 21404      |
| Arizona Department of Revenue             |                    | 1600 W. Monroe                              |          | Phoenix          | AZ    | 85007      |
| Arkansas Department of Finance and Admin  |                    | PO Box 1272                                 |          | Little Rock      | AR    | 72203-1272 |
| Arkansas Secretary of State               |                    | 1401 West Capitol Suite 250                 |          | Little Rock      | AR    | 72201      |
| Arlington County Treasurer's Office       |                    | 2100 Clarendon Boulevard,<br>Suite 201      |          | Arlington        | VA    | 22201      |
| Bernalillo County Treasurer               |                    | PO Box 27800                                |          | Albuquerque      | NM    | 87125-7800 |
| Beth Ford, Pima County Treasurer          |                    | PO Box 29011                                |          | Phoenix          | AZ    | 85038      |
| Bexar County                              |                    | PO Box 2903                                 |          | San Antonio      | TX    | 78299-2903 |
| Borough of Paramus                        |                    | 1 Jockish Square                            |          | Paramus          | NJ    | 07652      |
| Broward County, Florida                   |                    | 115 S. Andrews Avenue<br>Room A-100         |          | Fort Lauderdale  | FL    | 33301      |
| CA State Board of Equilization            |                    | P.O. Box 942857                             |          | Sacramento       | CA    | 94257-0531 |
| Ca. Franchise Tax Board                   |                    | P.O. Box 942857                             |          | Sacramento       | CA    | 94257-0531 |
| Ca. State Board Of Equalization           |                    | State Board of Equalization<br>PO Box 94287 |          | Sacramento       | CA    | 94279-6299 |
| City of Albuquerque                       |                    | P.O. Box 25700                              |          | Albuquerque      | NM    | 87125-5700 |
| City of Alpharetta                        |                    | P.O. Box 349                                |          | Alpharetta       | GA    | 30009-0349 |
| City of Atlanta                           |                    | Po Box 105288                               |          | Atlanta          | GA    | 30348-5288 |
| City of Bellevue                          |                    | P.O. Box 90012                              |          | Bellevue         | WA    | 98009-9012 |
| City of Brentwood                         |                    | 2348 S. Brentwood Blvd                      |          | Brentwood        | MO    | 63144      |
| City of Centennial                        |                    | PO Box 17383                                |          | Denver           | CO    | 80217      |
| City Of Costa Mesa                        |                    | 77 Fair Drive, 1st Floor                    |          | Costa Mesa       | CA    | 92626      |
| City of Cranston                          |                    | 869 Park Ave                                |          | Cranston         | RI    | 02910      |
| City of Dunwoody                          |                    | P.O. Box 888074                             |          | Dunwoody         | GA    | 30356      |
| City of El Segundo                        |                    | 350 Main Street                             |          | El Segundo       | CA    | 90245      |
| City of Germantown                        |                    | PO Box 5171                                 |          | Memphis          | TN    | 38101      |
| City of Glendale                          |                    | 950 South Birch Street                      |          | Glendale         | CO    | 80246-2599 |
| City Of Glendale (AZ)                     |                    | 5850 West Glendale Avenue                   |          | Glendale         | AZ    | 85301      |
| City of Hallandale Beach                  |                    | 400 S Federal Highway                       |          | Hallandale Beach | FL    | 33009-6433 |
| City of Little Rock                       |                    | 500 West Markham Street<br>Suite 100        |          | Little Rock      | AR    | 72201-1497 |
| City of Lone Tree                         |                    | 9220 Kimmer Dr, Suite 100                   |          | Lone Tree        | CO    | 80124      |
| City of Longmont                          |                    | 350 Kimbark Street                          |          | Longmont         | CO    | 80501      |
| City of Los Angeles, The                  |                    | 201 N. Figueroa                             |          | Los Angeles      | CA    | 90012      |
| City of Newton                            |                    | P.O. Box 9137                               |          | Newton           | MA    | 02460-9137 |
| City of Novi                              |                    | PO BOX 33321                                |          | Detroit          | MI    | 48232-5321 |

**Taxing Authorities Service List  
 Served via First Class Mail**

| CreditorName   | CreditorNoticeName | Address1                         | Address2 | City                  | State | Zip        |
|--|--------------------|----------------------------------|----------|-----------------------|-------|------------|
| City of Orlando                                      |                    | 400 S. Orange Avenue             |          | Orlando               | FL    | 32801      |
| City of Oxnard                                       |                    | 214 South C St.                  |          | Oxnard                | CA    | 93030      |
| City of Palm Beach Gardens                           |                    | 10500 N. Military Trail          |          | Palm Beach<br>Gardens | FL    | 33410      |
| City of Palo Alto                                    |                    | 275 Forest Ave                   |          | Palo Alto             | CA    | 94301      |
| City of Peabody                                      |                    | 6 Allens Lane                    |          | Peabody               | MA    | 01960      |
| City of San Jose                                     |                    | 801 N. 1st St. #217              |          | San Jose              | CA    | 95110      |
| City of San Mateo, CA                                |                    | 330 W 20th Ave                   |          | San Mateo             | CA    | 94403      |
| City of Tampa  |                    | PO Box 2200                      |          | Tampa                 | FL    | 33601-2200 |
| City of Thousand Oaks                                |                    | 2100 Thousand Oaks Blvd.         |          | Thousand Oaks         | CA    | 91362      |
| City of Troy   |                    | 500 West Big Beaver Road         |          | Troy                  | MI    | 48084      |
| City of Tualatin                                     |                    | 18880 SW Martinazzi Avenue       |          | Tualatin              | OR    | 97062      |
| City of Tucson                                       |                    | 255 W. Alameda                   |          | Tucson                | AZ    | 85701      |
| City of Tukwila                                      |                    | 6200 Southcenter Blvd            |          | Tukwila               | WA    | 98188-2544 |
| City of Walnut Creek                                 |                    | 1666 North Main Street           |          | Walnut Creek          | CA    | 94596      |
| City of Wauwatosa                                    |                    | 7725 W. North Ave                |          | Wauwatosa             | WI    | 53213      |
| City of White Plains                                 |                    | 255 Main Street                  |          | White Plains          | NY    | 10601      |
| City Treasurer-San Diego                             |                    | 1222 First Ave., Ms-301,         |          | San Diego             | CA    | 92101      |
| Clark County   |                    | 500 S. Grand Central Pkwy        |          | Las Vegas             | NV    | 89106      |
| Clark County Assessor                                |                    | PO Box 551401                    |          | Las Vegas             | NV    | 89155-1401 |
| Clear Creek I.S.D. Tax Office                        |                    | P.O. Box 799                     |          | Leauge City           | TX    | 77574      |
| Clerk of Circuit Court                               |                    | 50 Maryland Avenue, Room<br>1300 |          | Rockville             | MD    | 20850      |
| Clerk of the Court                                   |                    | 50 Maryland Ave., Room 111       |          | Rockville             | MD    | 20850      |
| Collin Country, Tax Assessor Collector<br>(McKinney) |                    | P.O. Box 8046                    |          | Mckinney              | TX    | 75070-8046 |
| Colorado Department Of Revenue                       |                    | PO Box 17087                     |          | Denver                | CO    | 80217-0087 |
| Commonwealth of Massachusetts                        |                    | PO Box 7046                      |          | Boston                | MA    | 02204      |
| Connecticut Dept. of Revenue                         |                    | 450 Columbus Blvd. Suite 1       |          | Hartford              | CT    | 06103      |
| Contra Costa County Tax Collector                    |                    | P.O. Box 631                     |          | Martinez              | CA    | 94553      |
| County Of Fairfax                                    |                    | P.O. Box 10203                   |          | Fairfax               | VA    | 22035-0203 |
| County of Henrico                                    |                    | P.O. Box 90775                   |          | Henrico               | VA    | 23273      |
| County of Nassau                                     |                    | 240 Old Country Road             |          | Mineola               | NY    | 11501-4255 |
| County of Palm Beach                                 |                    | PO Box 3353                      |          | West Palm Beach       | FL    | 33402-3353 |
| Cypress-Fairbanks ISD                                |                    | P.O. Box 692003                  |          | Houston               | TX    | 77269-2003 |
| Davidson County, Metropolitan Trustee<br>(Nashville) |                    | PO Box 196358                    |          | Nashville             | TN    | 37219      |
| DC Treasurer/DC Office of Tax and Revenue            |                    | PO Box 679                       |          | Washington            | DC    | 20044-0679 |
| DeKalb County Tax Commissioner                       |                    | P.O. Box 100004                  |          | Decatur               | GA    | 30031-7004 |

**Taxing Authorities Service List  
 Served via First Class Mail**

| CreditorName                                       | CreditorNoticeName | Address1                              | Address2      | City             | State | Zip        |
|--|--------------------|---------------------------------------|---------------|------------------|-------|------------|
| Delaware Division of Revenue                       |                    | P.O. Box 8750                         |               | Wilmington       | DE    | 19899      |
| Douglas County Treasurer (NE)                      |                    | 1819 Farnam Street H03                |               | Omaha            | NE    | 68183      |
| DPH/Weights and Measures                           |                    | 1390 Market Street Suite 210          |               | San Francisco    | CA    | 94102      |
| DSHS Hazardous Consumer Products Permits           |                    | Texas DSHS                            | PO Box 149347 | Austin           | TX    | 78714      |
| El Paso County                                     |                    | P.O. Box 2018                         |               | Colorado Springs | CO    | 80901      |
| Florida Department of Revenue                      |                    | 5050 W. Tennessee Street              |               | Tallahassee      | FL    | 32399-0135 |
| Fulton County Tax Commissioner                     |                    | P.O. Box 105052                       |               | Atlanta          | GA    | 30348-5052 |
| Georgia-Department of Revenue                      |                    | P.O. Box 740398                       |               | Atlanta          | GA    | 30374-0398 |
| Government of the District of Columbia             |                    | P.O. Box 679                          |               | Washington       | DC    | 20044-0679 |
| Harford County                                     |                    | PO Box 64069                          |               | Baltimore        | MD    | 21264      |
| Harris County WCID #116                            |                    | P.O. Box 73109                        |               | Houston          | TX    | 77273-3109 |
| Harris County, Tax Assessor-Collector (Houston)    |                    | P O Box 73109                         |               | Houston          | TX    | 77273      |
| Hawaii Department of Taxation                      |                    | P.O. Box 1425                         |               | Honolulu         | HI    | 96806      |
| Hillsborough County Tax Collector                  |                    | PO Box 30012                          |               | Tampa            | FL    | 33630-3012 |
| Idaho State Tax Commission                         |                    | PO Box 76                             |               | Boise            | ID    | 83707      |
| Illinois Dept. Of Revenue                          |                    | P.O. Box 19032                        |               | Springfield      | IL    | 62794-9032 |
| Illinois Secretary of State                        |                    | Corp. F no. 5737-062-9                |               | Springfield      | IL    | 62756      |
| Indiana Department of Revenue                      |                    | PO Box 7218                           |               | Indianapolis     | IN    | 46207-7218 |
| Indiana Secretary of State                         |                    | 302 W. Washington Street<br>Room E018 |               | Indianapolis     | IN    | 46204      |
| Iowa Dept. of Revenue                              |                    | P.O. Box 10412                        |               | Des Moines       | IA    | 50306-0412 |
| John R. Ames, Dallas County Tax Assessor-Collector |                    | P.O. Box 139033                       |               | Dallas           | TX    | 75313-9033 |
| Kansas Department of Revenue                       |                    | 915 SW Harrison Street                |               | Topeka           | KS    | 66612-1588 |
| Kansas Secretary of State                          |                    | 120 S.W. 10th Avenue                  |               | Topeka           | KS    | 66612      |
| Kentucky State Treasurer                           |                    | 501 High Street                       |               | Frankfort        | KY    | 40601      |
| King County Treasury                               |                    | 500 4th Ave #600                      |               | Seattle          | WA    | 98104-2340 |
| Los Angeles County Tax Collector                   |                    | P.O. Box 54027                        |               | Los Angeles      | CA    | 90054-0027 |
| Louisiana Department of Revenue                    |                    | PO Box 3138                           |               | Baton Rouge      | LA    | 70821      |
| Maine State Treasurer                              |                    | PO Box 1065                           |               | Augusta          | ME    | 04332      |
| Maricopa County Treasurer                          |                    | PO Box 52133                          |               | Phoenix          | AZ    | 85072-2133 |
| Marin County Tax Collector                         |                    | PO Box 4220 Rm. 202                   |               | San Rafael       | CA    | 94913-4220 |
| Marion County Treasurer                            |                    | PO Box 6145                           |               | Indianapolis     | IN    | 46206-6145 |
| Maryland Comptroller/Treasury                      |                    | PO Box 8888                           |               | Anapolis         | MD    | 21401-8888 |
| Massachusetts Department of Revenue                | Bankruptcy Unit    | PO Box 7090                           |               | Boston           | MA    | 02204-7090 |
| Massachusetts Department of Revenue                |                    | PO Box 7000                           |               | Boston           | MA    | 02204      |
| Mecklenburg County Tax Collector                   |                    | PO Box 71063                          |               | Charlotte        | NC    | 28272-1063 |
| Miami Dade County Tax Collector                    |                    | 140 W Flagler St 14th Floor           |               | Miami            | FL    | 33130-1573 |

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| CreditorName                                 | CreditorNoticeName | Address1                              | Address2                | City           | State | Zip        |
|--|--------------------|---------------------------------------|-------------------------|----------------|-------|------------|
| Michigan Dept. of Treasury                   |                    | P.O. Box 30324                        |                         | Lansing        | MI    | 48909-7824 |
| Minnesota Department of Revenue              |                    | 85 7th Place East, Suite 500          |                         | St. Paul       | MN    | 55101-2198 |
| Mississippi Department of Revenue            |                    | PO Box 960                            |                         | Jackson        | MS    | 39205      |
| Missouri Department of Revenue               |                    | P.O. Box 3365                         |                         | Jefferson City | MO    | 65105-3365 |
| Missouri Director of Revenue                 |                    | P.O. Box 3360                         |                         | Jefferson City | MO    | 65105-3360 |
| Missouri Secretary of State                  |                    | PO Box 1366                           |                         | Jefferson City | MO    | 65102      |
| Montgomery County Maryland                   |                    | 255 N. Washington Street<br>Suite 303 |                         | Rockville      | MD    | 20850      |
| Nebraska Dept. of Revenue                    |                    | P.O. Box 98934                        |                         | Lincoln        | NE    | 68509-8934 |
| Nevada Department of Taxation                |                    | 1550 College Pkwy Suite 115           |                         | Carson City    | NV    | 89706      |
| New Hampshire Department of Revenue          |                    | 109 Pleasant Street                   |                         | Concord        | NH    | 03301      |
| New Mexico Secretary of State                |                    | 325 Don Gaspar STE 300                |                         | Santa Fe       | NM    | 87501      |
| New York City Department of Finance          |                    | P.O. Box 5040                         |                         | Kingston       | NY    | 12402-5040 |
| New York State Corporation Tax               |                    | P. O. Box 1909                        |                         | Albany         | NY    | 12201-1909 |
| New York State Sales Tax                     |                    | P.O. Box 1208                         |                         | New York       | NY    | 10116-1208 |
| NM Taxation and Revenue Department           |                    | PO Box 25128                          |                         | Santa Fe       | NM    | 87504-5128 |
| North Carolina Department of Revenue         |                    | PO Box 25000                          |                         | Raleigh        | NC    | 27640-0700 |
| North Carolina Secretary of State            |                    | PO Box 29622                          |                         | Raleigh        | NC    | 27626-0622 |
| North Dakota State Tax Commissioner          |                    | PO Box 5623                           |                         | Bismarck       | ND    | 58506      |
| North Hills School District Tax Office       |                    | 135 Sixth Avenue                      |                         | Pittsburgh     | PA    | 15229      |
| Oklahoma County Treasurer                    |                    | PO Box 268875                         |                         | Oklahoma City  | OK    | 73126      |
| Oklahoma Secretary of State                  |                    | 421 N.W. 13th Suite 210               |                         | Oklahoma City  | OK    | 73103      |
| Oklahoma Tax Commission                      |                    | P.O. Box 269045                       |                         | Oklahoma City  | OK    | 73126      |
| Orange County Tax Collector                  |                    | P.O. Box 1982                         |                         | Santa Ana      | CA    | 92702      |
| Orange County, FL Tax Collector              |                    | PO Box 545100                         |                         | Orlando        | FL    | 32854      |
| Oregon Department of Revenue                 |                    | P.O. 14800                            |                         | Salem          | OR    | 97309-0920 |
| PA Department of Revenue                     |                    | Dept 280406                           |                         | Harrisburg     | PA    | 17128-0406 |
| Regina Morrison Newman, Trustee              |                    | PO Box 2751                           |                         | Memphis        | TN    | 38101      |
| Rhode Island Division of Taxation - Dept #88 |                    | PO Box 9702                           |                         | Providence     | RI    | 02940      |
| Ryan Tax Compliance Services, LLC            |                    | 13155 Noel Rd STE 100                 |                         | Dallas         | TX    | 75240      |
| Sacramento County                            |                    | PO Box 508                            |                         | Sacramento     | CA    | 95812-0508 |
| San Diego County, Tax Collector              |                    | 1600 Pacific Highway Room<br>162      |                         | San Diego      | CA    | 92101      |
| San Francisco Tax Collector                  |                    | P.O. Box 7425                         |                         | San Francisco  | CA    | 94120-7425 |
| Santa Clara County                           |                    | 1553 Berger Dr. Bldg 1                |                         | San Jose       | CA    | 95112      |
| Secretary of State                           |                    | P.O. Box 1150                         |                         | Frankfort      | KY    | 40602      |
| South Carolina Dept. of Revenue              |                    | 300A Outlet Pointe Blvd.              |                         | Columbia       | SC    | 29210      |
| South Dakota Department of Revenue           |                    | Anderson Building Mail Code<br>5055   | 455 E Capitol<br>Avenue | Pierre         | SD    | 57501      |

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| CreditorName                                 | CreditorNoticeName | Address1                               | Address2                    | City           | State | Zip        |
|--|--------------------|--|-----------------------------|----------------|-------|------------|
| St. Louis County Department of Revenue       |                    | 41 South Central Avenue                |                             | St. Louis      | MO    | 63105      |
| State of New Jersey                          |                    | P.O. Box 595                           |                             | Newark         | NJ    | 07101-0595 |
| State of Rhode Island                        |                    | One Capital Hill                       |                             | Providence     | RI    | 02908-5802 |
| Tax Assessor & Collector / Montgomery County |                    | PO Box 4798                            |                             | Houston        | TX    | 77210-4798 |
| Tax Collector, Santa Clara County            |                    | 70 W. Hedding St. East Wing<br>6th FLR |                             | San Jose       | CA    | 95110-1767 |
| Taxes-Tarrant County (Fort Worth)            |                    | P.O. Box 961018                        |                             | Ft. Worth      | TX    | 76161-0018 |
| Tennessee Department of Revenue              |                    | 500 Deaderick St                       | Andrew Jackson<br>Building  | Nashville      | TN    | 37242      |
| Tennessee Secretary of State                 |                    | 312 Rosa L. Parks Ave. 6th<br>Floor    |                             | Nashville      | TN    | 37243-1102 |
| Texas Comptroller of Public Accounts         |                    | 111 East 17th Street                   |                             | Austin         | TX    | 78774-0100 |
| Town of Corte Madera                         |                    | 300 Tamalpais                          |                             | Corte Madera   | CA    | 94925-1418 |
| Town of Natick                               |                    | 13 East Central Street                 |                             | Natick         | MA    | 01760      |
| Travis County Tax Collector (Austin)         |                    | P.O. Box 970                           |                             | Austin         | TX    | 78767-0970 |
| Treasurer Arlington County                   |                    | 2100 Clarendon Blvd, #200              |                             | Arlington      | VA    | 22201-5403 |
| Treasurer of State of Ohio                   |                    | 30 E Broad St #9                       |                             | Columbus       | OH    | 43215      |
| United States Treasury                       |                    | Internal Revenue Service               |                             | Ogden          | UT    | 84201-0012 |
| Utah Department of Agriculture & Food        |                    | 4315 South 2700 West                   | TSOB South Bldg,<br>Floor 2 | Taylorsville   | UT    | 84129      |
| Utah State Tax Commission                    |                    | 210 N 1950 W                           |                             | Salt Lake City | UT    | 84134      |
| Ventura County Tax Collector                 |                    | 800 South Victoria Avenue              |                             | Ventura        | CA    | 93009      |
| Ventura Department of Weights and Measures   |                    | 800 South Victoria L#1750              |                             | Ventura        | CA    | 93009      |
| Vermont Department of Taxes                  |                    | PO Box 547                             |                             | Montpelier     | VT    | 05601      |
| Village of Northbrook                        |                    | 1225 Cedar Lane                        |                             | Northbrook     | IL    | 60062      |
| Village Of Schaumburg                        |                    | P.O. Box 5919                          |                             | Carol Stream   | IL    | 60197-5919 |
| Virginia Department Of Taxation              |                    | PO Box 2369                            |                             | Richmond       | VA    | 23218      |
| Virginia State Corporation Commission        |                    | P.O. Box 1880                          |                             | Richmond       | VA    | 23218-1880 |
| Wake County Revenue Department               |                    | PO Box 96084                           |                             | Charlotte      | NC    | 28296-0084 |
| Washington County                            |                    | P.O.Box 3587                           |                             | Portland       | OR    | 97208-3587 |
| Washington State Department of Revenue       |                    | P.O. Box 34051                         |                             | Seattle        | WA    | 98124-1051 |
| Washington State Treasurer                   |                    | P.O. Box 9048                          |                             | Olympia        | WA    | 98507-9048 |
| West Virginia State Tax Department           |                    | P.O. Box 1826                          |                             | Charleston     | WV    | 25327-1826 |
| Westchester Co. Dept of Consumer Protection  |                    | 148 Martine Avenue, Room<br>407        |                             | White Plains   | NY    | 10601-3311 |
| Wisconsin Department of Revenue              |                    | P.O. Box 8921                          |                             | Madison        | WI    | 53708-8921 |
| Wisconsin Dept of Financial Institutions     |                    | 201 W. Washington Ave                  |                             | Madison        | WI    | 53703      |
| Woodlands Metro Center MUD                   |                    | PO Box 7829                            |                             | The Woodlands  | TX    | 77387-7829 |
| Wyoming Department of Revenue                |                    | 122 W 25th Street 2W                   |                             | Cheyenne       | WY    | 82002      |



## **Exhibit L**

**Securities Service List  
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| <b>CreditorName</b>                  | <b>Email</b>                               |
|--------------------------------------|--|
| ABN AMRO Clearing                    | caryn.dombrowski@us.abnamroclearing.com    |
| AEIS                                 | penny.l.zalesky@ampf.com                   |
| Altruist Financial LLC               | corporateactions@altruist.com              |
| Apex Clearing                        | matthew.freifeld@ridgeclearing.com         |
| Baird Robert W & Co Incorporated     | reorg@rwbaird.com                          |
| Bank of America                      | bascorporations@bofasecurities.com         |
| Bank of America                      | cpactionslitigation@bofa.com               |
| Bank of America                      | earl.weeks@bofa.com                        |
| Barclays Bank PLC                    | anthony.sciaraffo@barclays.com             |
| Barclays Bank PLC                    | nyvoluntary@barclays.com                   |
| BBS/CDS                              | info@bbssecurities.com                     |
| Bloomberg                            | release@bloomberg.net                      |
| BMO Nesbitt Burns Inc                | operationscontrol@bmo.com                  |
| BMO Nesbitt Burns Inc.               | wmpoclass.actions@bmo.com                  |
| BNP Paribas                          | gc_us_corporate_actions@us.bnpparibas.com  |
| BNP Paribas                          | us.pb.proxy@us.bnpparibas.com              |
| BNP Paribas NY Branch                | pb.mand.corp.actions.dtc@us.bnpparibas.com |
| BNY Mellon                           | theresa.stanton@bnymellon.com              |
| BNYMellon/ RE Winterflood Securities | mitchel.sobel@bnymellon.com                |
| Brown Brothers                       | ca.voluntary@bbh.com                       |
| Brown Brothers                       | nj.mandatory.inbox@bbh.com                 |
| Canaccord Capital Corporation        | ben.thiessen@canaccord.com                 |
| CDS Clearing and Depository Services | nrmd@cds.ca                                |
| CDS Clearing and Depository Services | stephen.breaton@americas.ing.com           |
| Cetera Investment Services LLC       | dawn.malard@ceterafi.com                   |
| Charles Schwab & Co Inc              | benjamin.gibson@schwab.com                 |
| Charles Schwab & Co Inc              | phxmcb@schwab.com                          |
| Charles Schwab & Co Inc              | schwabvoluntaryreorg@schwab.com            |
| Charles Schwab & Co Inc              | voluntarysetup@schwab.com                  |
| CIBC World Markets Corp              | robert.putnam@us.cibc.com                  |
| CIBC World Markets Inc               | mailbox.caeventscibc@cibc.ca               |
| Citibank NA                          | akshay.buxani@citi.com                     |
| Citibank NA                          | gts.caec.tpa@citi.com                      |
| Citibank NA                          | sandra.hernandez@citi.com                  |
| Citigroup Global Markets Inc         | alex.james.swiderski@citi.com              |
| Citigroup Global Markets Inc         | nicholas.szmigel@citi.com                  |
| Citigroup Global Markets Inc         | primeasnam@citi.com                        |
| Clearstream International SA         | ca_general.events@clearstream.com          |
| Clearstream International SA         | ca_mandatory.events@clearstream.com        |
| Credential Securities                | directinvesting@qtrade.ca                  |
| Credential Securities                | reorg@credential.com                       |
| Credit Agricole Secs USA Inc.        | csicorpactions@ca-cib.com                  |
| Credit Suisse Securities (USA) LLC   | asset.servnotification@credit-suisse.com   |
| Credit Suisse Securities (USA) LLC   | list.nyeventintgrp@credit-suisse.com       |
| D A Davidson & Co                    | rlinskey@dadco.com                         |
| Desjardins Securities Inc            | veronique.lemieux@vmd.desjardins.com       |
| Deutsche Bank AG NY/US Custody       | john.binder@db.com                         |
| Deutsche Bank Securities Inc         | jaxca.notifications@db.com                 |
| Edward D Jones & Co                  | kennique.meals@edwardjones.com             |
| Euroclear Bank S.A./N.V.             | ca.omk@euroclear.com                       |
| Euroclear Bank S.A./N.V.             | eb.ca@euroclear.com                        |

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| <b>CreditorName</b>                       | <b>Email</b>   |
|---|--|
| Financial Industry Regulatory Authority   | otc.bankruptcies@finra.org                           |
| Financial Information Inc.                | reorgnotificationlist@fiinet.com                     |
| Folio FN Investments Inc                  | proxyservices@foliofn.com                            |
| Folio FN Investments Inc                  | wade.lynch@gs.com                                    |
| FUTU Clearing                             | corporateactions@futuclearing.com                    |
| Goldman Sachs & Co                        | gs-as-ny-proxy@gs.com                                |
| Goldman Sachs & Co                        | gs-as-ny-proxy@ny.email.gs.com                       |
| Goldman Sachs & Co                        | newyorkannchub@gs.com                                |
| Hilltop Securities                        | brenda.west@hilltopsecurities.com                    |
| Hilltop Securities                        | virginia.allwardt@hilltopsecurities.com              |
| HSBC Bank USA, NA                         | custodyus@us.hsbc.com                                |
| HSBC Securities & Markets                 | custodyus@us.hsbc.com                                |
| HSBC Securities & Markets                 | jay.x.spitzer@us.hsbc.com                            |
| HSBC Securities & Markets                 | john.hickey@us.hsbc.com                              |
| HSBC Securities & Markets                 | samantha.wang@us.hsbc.com                            |
| HSBC Securities USA Inc                   | argentina.m.frias@us.hsbc.com                        |
| Huntington National Bank                  | debra.bailey@huntington.com                          |
| Interactive Broker Retail Equity Clearing | kmccarthy@interactivebrokers.com                     |
| Interactive Brokers                       | proxy@ibkr.com                                       |
| J P Morgan Clearing Corp                  | desiree.avinger-bradley@jpmchase.com                 |
| Jefferies                                 | corporate_actions_reorg@jefferies.com                |
| Jefferies                                 | mhardiman@jefferies.com                              |
| JMS LLC                                   | reorgcontacts@janney.com                             |
| JPMorgan Chase Bank                       | ibdvr.materials@jpmchase.com                         |
| JPMorgan Chase Bank                       | jpmorganinformation.services@jpmchase.com            |
| JPMorgan Chase Bank                       | pb.announcement.capture@jpmchase.com                 |
| JPMorgan Chase Bank/ JP Morgan Loan       | usso.proxy.team@jpmchase.com                         |
| JPMorgan Chase Bank/Euroclear             | jpmorganinformation.services@jpmorgan.com            |
| JPMorgan Chase Bank/Euroclear             | usso.proxy.team@jpmorgan.com                         |
| JPMorgan Clearing                         | ib_domestic_voluntary_corporate_actions@jpmorgan.com |
| LPL Financial Corporation                 | christine.stawinsky@lpl.com                          |
| LPL Financial Corporation                 | corporateaction.mailbox@lplfinancial.com             |
| LPL Financial Corporation                 | jennifer.michalek@lplfinancial.com                   |
| Marsco Investment Corporation             | mkadison@marsco.com                                  |
| Mitsubishi UFJ Trust & Banking Corp       | corporateactions-dl@us.tr.mufg.jp                    |
| Morgan Stanley & Co Inc                   | anthony.halat@morganstanley.com                      |
| Morgan Stanley & Co Inc                   | anthony.hoe@morganstanley.com                        |
| Morgan Stanley & Co Inc                   | carol.sorhaindo-charlemagne@morganstanley.com        |
| Morgan Stanley & Co Inc                   | cavsdome@morganstanley.com                           |
| Morgan Stanley & Co Inc                   | david.lai@morganstanley.com                          |
| Morgan Stanley & Co Inc                   | dealsetup@morganstanley.com                          |
| Morgan Stanley & Co Inc                   | im-classact@morganstanley.com                        |
| Morgan Stanley & Co Inc                   | jodancy.mackensy@morganstanley.com                   |
| Morgan Stanley & Co Inc                   | john.dimartinis@morganstanley.com                    |
| Morgan Stanley & Co Inc                   | john.falco@morganstanley.com                         |
| Morgan Stanley & Co Inc                   | proxy.balt@morganstanley.com                         |
| Morgan Stanley & Co Inc                   | raquel.del.monte@morganstanley.com                   |
| Morgan Stanley & Co Inc                   | usproxies@morganstanley.com                          |
| Morgan Stanley Smith Barney               | john.rogan@morganstanley.com                         |
| Morgan Stanley Smith Barney               | voluntary.processing@morganstanley.com               |
| National Financial Services               | reorganization@fmr.com                               |

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| <b>CreditorName</b>                 | <b>Email</b>                                |
|-------------------------------------|---|
| NBCN Inc                            | anna.medeiros@nbcn.ca                       |
| Northern Trust Company              | cs_notifications@ntrs.com                   |
| Northern Trust Company              | mec15@ntrs.com                              |
| Oppenheimer & Co Inc                | reorg@opco.com                              |
| Pershing LLC Securities Corporation | pershingproxy@bny.com                       |
| Pershing LLC Securities Corporation | pershingproxy@bny.com                       |
| Pershing LLC Securities Corporation | sreifer@pershing.com                        |
| Pershing LLC Securities Corporation | voluntaryprocessing@pershing.com            |
| Phillip Capital Inc.                | securitieslending@phillipcapital.com        |
| PNC Bank NA                         | caspr@pnc.com                               |
| Questrade Inc                       | kmcquaid@questrade.com                      |
| Raymond James & Associates Inc      | corporateactions@raymondjames.com           |
| Raymond James & Associates Inc      | tracey.goodwin@raymondjames.com             |
| RBC Capital Markets Corporation     | mn_reorg_liaison@rbc.com                    |
| RBC Capital Markets Corporation     | rbcwmreorganization@rbc.com                 |
| RBC Capital Markets Corporation     | steve.schafer@rbc.com                       |
| RBC Dominion Securities Inc         | deborah.nicholas@rbc.com                    |
| Robinhood Securities LLC            | jennifer.ditzel@robinhood.com               |
| Robinhood Securities LLC            | proxy@saytechnologies.com                   |
| Royal Bank of Canada                | donald.garcia@rbc.com                       |
| SAFRA SECURITIES LLC                | paul.botta@safra.com                        |
| Scotia Bank                         | iss.reorg@scotiabank.com                    |
| SEI PV/GWP                          | jhess@seic.com                              |
| SEI PV/GWP                          | platformca@seic.com                         |
| SEI PV/GWP                          | sptccorporateactions@seic.com               |
| SIS SegalInterSettle AG             | ca.notices@six-securities-services.com      |
| Southwest Securities                | proxy@swst.com                              |
| Southwest Securities                | vallwardt@swst.com                          |
| SSB IBT BGI                         | testremera@ibtco.com                        |
| State Street Bank and Trust Co      | rjray@statestreet.com                       |
| State Street Bank and Trust Co      | uscaresearch@statestreet.com                |
| Stifel Nicolaus & Co Inc            | snipesm@stifel.com                          |
| Stockcross Financial Services, Inc  | eleanor.pimentel@stockcross.com             |
| StoneX Financial Inc.               | dg-clre-org_tenders@stonex.com              |
| StoneX Financial Inc.               | kenneth.simpson@intlfcstone.com             |
| TD Waterhouse Canada Inc            | tdnotice@td.com                             |
| The Bank of New York Mellon         | justin.whitehouse@bnymellon.com             |
| The Bank of New York Mellon         | pgheventcreation@bnymellon.com              |
| The Canadian Depository             | sies-cainfo@cds.ca                          |
| The Depository Trust Co             | cscotto@dtcc.com                            |
| The Depository Trust Co             | david.boggs@markit.com                      |
| The Depository Trust Co             | joseph.pozolante@markit.com                 |
| The Depository Trust Co             | kevin.jefferson@markit.com                  |
| The Depository Trust Co             | legalandtaxnotices@dtcc.com                 |
| The Depository Trust Co             | lensnotices@dtcc.com                        |
| The Depository Trust Co             | mandatoryreorgannouncements@dtcc.com        |
| The Depository Trust Co             | mk-corporateactionsannouncements@markit.com |
| TradeStation Group Inc              | ccanning@tradestation.com                   |
| UBS AG Stamford Branch/as Custodian | michael.marciano@ubs.com                    |
| UBS Financial Services LLC          | jane.flood@ubs.com                          |
| UBS Financial Services LLC          | ol-stamfordcorpactions@ubs.com              |

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| <b>CreditorName</b>                   | <b>Email</b>                             |
|---------------------------------------|--|
| UBS Financial Services LLC            | ol-wma-ca-proxy@ubs.com                  |
| UBS Financial Services LLC            | ol-wma-vol-caip@ubs.com                  |
| UBS Financial Services LLC            | ol-wma-volcorpactions@ubs.com            |
| UBS Financial Services LLC            | sh-ca-proxy@ubs.com                      |
| UBS Financial Services LLC            | sh-proxyvoting@ubs.com                   |
| UBS Financial Services LLC            | sh-vol-caip-na@ubs.com                   |
| UBS Financial Services LLC            | sh-wma-caproxyclassactions@ubs.com       |
| UBS Securities LLC                    | kimberly.breese@ubs.com                  |
| UBS Securities LLC                    | ol-eventmanagement@ubs.com               |
| UBS Securities LLC/Securities Lending | gregory.contaldi@ubs.com                 |
| US Bancorp Investments Inc            | cherice.tveit@usbank.com                 |
| US Bank NA                            | andy.becker@usbank.com                   |
| US Bank NA                            | trustcorporateactions@usbank.com         |
| Vanguard Marketing Corporation        | vbs_corporate_actions@vanguard.com       |
| Velocity Clearing LLC                 | corporateactions@velocityclearingllc.com |
| Vision Financial Markets              | reorgs@visionfinancialmarkets.com        |
| Vision Financial Markets LLC          | amartinez@visionfinancialmarkets.com     |
| WealthSimple Investments Inc.         | helen.hsia@shareowner.com                |
| Wedbush Securities Inc                | alan.ferreira@wedbush.com                |
| Wells Fargo Advisors                  | prospectusservicing1@firstclearing.com   |
| Wells Fargo Bank NA/Sig               | corporate.actiongroup@wellsfargo.com     |

## **Exhibit M**

**Nominees Service List**  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName     | Address1                            | Address2                   | Address3               | City          | State | Zip        | Country        |
|---|------------------------|-------------------------------------|----------------------------|------------------------|---------------|-------|------------|----------------|
| ABN AMRO Clearing                         | Caryn Dombrowski       | 175 W Jackson Blvd                  | Ste 2050                   |                        | Chicago       | IL    | 60604-2606 |                |
| AEIS                                      | Penny Zalesky          | 2178 Ameriprise Financial Center    | Routing S6/2178            |                        | Minneapolis   | MN    | 55474      |                |
| Alpaca Securities LLC                     | Proxy Department       | 42881 Lake Babcock Dr.              | Suite 200                  |                        | Babcock Ranch | FL    | 33982      |                |
| Altruist Financial LLC                    | Altruist Financial LLC | 3030 S. La Cienega                  |                            |                        | Culver City   | CA    | 90232      |                |
| Apex Clearing                             | Matt Freifeld          | 1981 Marcus Ave                     | Ste 100                    |                        | Lake Success  | NY    | 11042      |                |
| Baird Robert W & Co Incorporated          | Actions Corporate      | 777 E Wisconsin Ave                 |                            |                        | Milwaukee     | WI    | 53202      |                |
| Bank of America Merrill Lynch             | Earl V. Weeks          | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East  |                        | Jacksonville  | FL    | 32246      |                |
| Barclays Bank PLC                         | Anthony Sciaraffo      | 1301 Sixth Avenue                   |                            |                        | New York      | NY    | 10019      |                |
| BBS/CDS                                   | Proxy/Reorg Dept       | 4100 Yonge St                       | Ste 507                    |                        | Toronto       | ON    | M2P 2B5    | Canada         |
| BMO Nesbitt Burns Inc                     | Louise Torangeau       | 1 First Canadian Place 13th Fl      | PO Box 150                 |                        | Toronto       | ON    | M5X 1H3    | Canada         |
| BNP Paribas NY Branch                     | Richard Wenskoski      | 735 Chesterbrook Blvd.              |                            |                        | Wayne         | PA    | 19087      |                |
| BNP Paribas NY Branch BNP PAR             | Asset Services         | 525 Washington Blvd                 | 7th Floor                  |                        | Jersey City   | NJ    | 07310      |                |
| BNY Mellon                                | Enis Suljic            | One BNY Mellon Center               | 500 Grant Street           |                        | Pittsburgh    | PA    | 15281-0001 |                |
| BNYMellon/ RE Winterflood Securities      | Mitchel Sobel          | 401 South Salina Street             | 2nd Floor                  |                        | Syracuse      | NY    | 13202      |                |
| BOFA Securities Inc                       | Earl V. Weeks          | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East  |                        | Jacksonville  | FL    | 32246      |                |
| BOFA Securities Inc.                      | Earl V. Weeks          | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East  |                        | Jacksonville  | FL    | 32246      |                |
| Brown Brothers Harriman & Co              | Jerry Travers          | 525 Washington Blvd                 | Newport Towers             |                        | Jersey City   | NJ    | 07310      |                |
| Canaccord Capital Corporation             | Ben Thiessen           | 2200-609 Granville St               |                            |                        | Vancouver     | BC    | V7Y 1H2    | Canada         |
| CDS Clearing and Depository Services      | Loretta Verelli        | 600 Boul. de Maisonneuve            | LLC/ Internatioouest       | Bureau 210             | Montreal      | QC    | H3A 3J2    | Canada         |
| Cetera Investment Services LLC            | Dawn Mallard           | 400 First Street South              | Ste 300                    |                        | St Cloud      | MN    | 56301      |                |
| Charles Schwab & Co Inc                   | Benjamin Gibson        | 2423 E Lincoln Dr                   | Corp Actions Dept 01-1B572 |                        | Phoenix       | AZ    | 85016      |                |
| CIBC World Markets Corp                   | Robert J Putnam        | 425 Lexington Ave                   | 5th Fl                     |                        | New York      | NY    | 10017      |                |
| CIBC World Markets Inc                    | Roderick Roopsingh     | 22 Front St West                    |                            |                        | Toronto       | ON    | M5J 2W5    | Canada         |
| Citibank NA                               | Sandra Hernandez       | 3800 Citibank Center B3 12          |                            |                        | Tampa         | FL    | 33610      |                |
| Citigroup Global Markets Inc              | Charles Fernandes      | 388 Greenwich Street                | 11th Floor                 |                        | New York      | NY    | 10013      |                |
| Credential Securities                     | Proxy Department       | 1111 Georgia St W                   | Suite 800                  |                        | Vancouver     | BC    | V6E 4T6    | Canada         |
| CREST International Nominees Limited      | Nathan Ashworth        | 33 Cannon St                        |                            |                        | London        |       | EC4M 5SB   | United Kingdom |
| D A Davidson & Co                         | Rita Linskey           | 8 Third Street North                |                            |                        | Great Falls   | MT    | 59401      |                |
| Desjardins Securities Inc                 | Veronique Lemieux      | 1060 University Street              | Suite 101                  |                        | Montreal      | PQ    | H5B 5L7    | Canada         |
| Deutsche Bank AG NY/US Custody            | John Binder            | Harborside Financial Center         | 100 Plaza One, 2nd Floor   | Corporate Actions Dept | Jersey City   | NJ    | 07311-3988 |                |
| Drivewealth LLC                           | Drivewealth LLC        | 15 Exchange Place                   |                            |                        | Jersey City   | NJ    | 07302      |                |
| Edward D Jones & Co                       | Kennique Meals         | 12555 Manchester Rd                 | Corp Actions Dept          |                        | St Louis      | MO    | 63131      |                |
| ETC Brokerage Services                    | ETC Brokerage Services | 1 Equity Way                        |                            |                        | Westlake      | OH    | 44145      |                |
| Folio FN Investments Inc                  | Ashley Theobald        | 8180 Greensboro Dr                  | 8th Fl                     |                        | McLean        | VA    | 22102      |                |
| FUTU Clearing                             | Colette Rex            | 12750 Merit Dr                      | Ste 475                    |                        | Dallas        | TX    | 75251      |                |
| Goldman Sachs & Co                        | Proxy Department       | 30 Hudson St                        |                            |                        | Jersey City   | NJ    | 07302-4699 |                |
| Goldman Sachs International               | Vanessa Camardo        | 30 Hudson St                        |                            |                        | Jersey City   | NJ    | 07302-4699 |                |
| Hilltop Securities                        | Virginia Allwardt      | 1201 Elm St                         | Ste 3700                   |                        | Dallas        | TX    | 75270      |                |
| HSBC Bank USA, NA                         | Joseph Telewiak        | 545 Washington Blvd                 |                            |                        | Jersey City   | NJ    | 07310      |                |
| HSBC Securities USA Inc                   | Argentina M. Frias     | 452 5th Ave                         |                            |                        | New York      | NY    | 10018      |                |
| Huntington National Bank                  | Debra Bailey           | Easton Oval                         | EA4E69                     |                        | Columbus      | OH    | 43219      |                |
| Interactive Broker Retail Equity Clearing | Karin McCarthy         | 2 Pickwick Plz                      | 2nd Fl                     |                        | Greenwich     | CT    | 06830      |                |

**Nominees Service List**  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName            | Address1                             | Address2                    | Address3     | City           | State | Zip        | Country |
|---------------------------------------|-------------------------------|--------------------------------------|-----------------------------|--------------|----------------|-------|------------|---------|
| J P Morgan Clearing Corp              | Desiree Avinger-Bradley       | 4 Chase Metrotech Center             | 3rd Floor                   |              | Brooklyn       | NY    | 11245      |         |
| JMS LLC                               | Milka Cerda                   | 1717 Arch St                         | Dividend/Reorg Dept 16th Fl |              | Philadelphia   | PA    | 19103      |         |
| JPMorgan Chase Bank NA                | Proxy Department              | 14201 Dallas Parkway                 |                             |              | Dallas         | TX    | 75254      |         |
| JPMorgan Chase Bank/ JP Morgan Loan   | Proxy                         | 4 Chase Metrotech Center             |                             |              | Brooklyn       | NY    | 11245      |         |
| JPMorgan Chase Bank/Euroclear         | Announcement Team             | 500 Stanton Christiana Road          | OPS 4                       | Floor 2      | Newark         | DE    | 19713-2107 |         |
| LPL Financial Corporation             | Christine Stawinsky           | Corporate Actions                    | 1055 LPL Financial Way      |              | Fort Mill      | SC    | 29715      |         |
| M1 Finance LLC                        | M1 Finance LLC                | 200 N La Salle St                    | Suite 800                   |              | Chicago        | IL    | 60601      |         |
| Marsco Investment Corporation         | Karen Jacobsen                | 101 Eisenhower Pkwy                  |                             |              | Roseland       | NJ    | 07068-0000 |         |
| Merrill Lynch, Pierce, Fenner & Smith | Earl Weeks                    | 4804 Deerlake Dr. East               |                             |              | Jacksonville   | FL    | 32246      |         |
| Morgan Stanley & Co Inc               | Anthony Hoe                   | One New York Plaza                   | 6th Fl                      |              | New York       | NY    | 10004      |         |
| Morgan Stanley Smith Barney           | John Rogan                    | Corporate Actions Dept               | One New York Plaza          |              | New York       | NY    | 10004      |         |
| National Financial Services           | Lou Trezza                    | 200 Liberty St                       |                             |              | New York       | NY    | 10281      |         |
| NBCN Inc                              | Anna Medeiros                 | 1010 de la Gauchetiere               |                             |              | Montreal       | BC    | H3B 5J2    | Canada  |
| Northern Trust Co                     | Stella Castaneda              | 801 S Canal St                       | Attn Capital Structures C1N |              | Chicago        | IL    | 60607      |         |
| Oppenheimer & Co Inc                  | Oscar Mazario                 | 125 Broad St                         | 15th Fl                     |              | New York       | NY    | 10004      |         |
| Pershing LLC Securities Corporation   | Scott Reifer                  | 1 Pershing Plaza                     |                             |              | Jersey City    | NJ    | 07399-0000 |         |
| Phillip Capital Inc.                  | Bill Webber                   | 141 W Jackson Blvd                   | Ste 1531A                   |              | Chicago        | IL    | 60604-3121 |         |
| Questrade Inc                         | Questrade Inc                 | 5700 Yonge St                        |                             |              | North York     | ON    | M2M 4K2    | Canada  |
| Raymond James & Associates Inc        | Tracey Goodwin                | 880 Carillion Pkwy                   |                             |              | St Petersburg  | FL    | 33733      |         |
| RBC Capital Markets Corporation       | Steve Schafer Jr              | 60 South Sixth St                    | 9th Fl                      |              | Minneapolis    | MN    | 55402-4400 |         |
| RBC Dominion Securities Inc           | Shareholder Services          | 180 Wellington Street West           | 9th Floor                   |              | Toronto        | ON    | M5J 0C2    | Canada  |
| Robinhood Securities LLC              | Dawn Pagliaro                 | 500 Colonial Center Parkway,<br>#100 |                             |              | Lake Mary      | FL    | 32746      |         |
| RQD Clearing LLC                      | Proxy Department              | 1 World Trade Center                 | #47m                        |              | New York       | NY    | 10007      |         |
| SAFRA SECURITIES LLC                  | Noah Ramos                    | 545 5th Avenue                       |                             |              | New York       | NY    | 10036      |         |
| Scotia Capital Inc                    | Normita Ramirez               | 40 King St West                      | 23rd Fl                     |              | Toronto        | ON    | M5H 1H1    | Canada  |
| SEI PV/GWP                            | Jeff Hess                     | One Freedom Valley Drive             |                             |              | Oaks           | PA    | 19456      |         |
| SG AMERICA                            | Charles Hughes                | 480 Washington Blvd                  |                             |              | Jersey City    | NJ    | 07310      |         |
| SSB IBT BGI                           | Trina Estremera               | Corp Actions JAB5E                   | 1776 Heritage Dr            |              | North Quincy   | MA    | 02171-0000 |         |
| State Street Bank and Trust Co        | Corporate Action              | Corp Actions JAB5E                   | 1776 Heritage Dr            |              | North Quincy   | MA    | 02171-0000 |         |
| Stifel Nicolaus & Co Inc              | Michelle Snipes               | 501 N Broadway                       | 7th Fl                      |              | St. Louis      | MO    | 63102      |         |
| Stockcross Financial Services, Inc    | Eleanor Pimentel              | 77 Summer St                         | 3rd Fl                      |              | Boston         | MA    | 02210-0000 |         |
| StoneX Financial Inc.                 | Ken Simpson                   | Two Perimeter Park S                 | Ste 100W                    |              | Birmingham     | AL    | 35243      |         |
| TD Waterhouse Canada Inc              | Beverly Adams                 | 60 North Windplace                   |                             |              | Scarborough    | ON    | M1S 3A7    | Canada  |
| TradeStation Group Inc                | Cindy Canning                 | 8050 SW 10th St                      | Ste 2000                    |              | Plantation     | FL    | 33324      |         |
| UBS AG Stamford Branch/as Custodian   | Michael Marciano              | 480 Washington Blvd                  |                             |              | Jersey City    | NJ    | 07310-0000 |         |
| UBS Financial Services LLC            | Jane Flood                    | 1000 Harbor Blvd                     |                             |              | Weehawken      | NJ    | 07086-0000 |         |
| UBS Securities LLC/Securities Lending | Gregory Contaldi              | 480 Washington Blvd                  |                             |              | Jersey City    | NJ    | 07310-0000 |         |
| US Bancorp Investments Inc            | Cherice Tveit                 | 60 Livingston Ave                    | EP MN WN1B                  |              | St Paul        | MN    | 55107-1419 |         |
| US Bank NA                            | Andy Becker                   | 1555 N Rivercenter Dr Ste 302        | Attn Securities Control     |              | Milwaukee      | WI    | 53212      |         |
| Vanguard Marketing Corporation        | Corporate Actions             | 455 Devon Park Dr                    | Attn Corporate Actions      | Mailstop 924 | Wayne          | PA    | 19087-1815 |         |
| Velocity Clearing LLC                 | Paul Fioribello               | 1301 Route 36                        | Suite 109                   |              | Hazlet         | NJ    | 07730      |         |
| Vision Financial Markets LLC          | Anna Martinez                 | 120 Long Ride Road 3                 |                             |              | North Stamford | CT    | 06902      |         |
| WealthSimple Investments Inc.         | WealthSimple Investments Inc. | 80 Spadina Avenue                    | 4th Floor                   |              | Toronto        | ON    | M5V 2J4    | Canada  |
| Wedbush Morgan Securities Inc         | Alan Ferreira                 | PO Box 30014                         |                             |              | Los Angeles    | CA    | 90030      |         |
| Wedbush Securities Inc                | Alan Ferreira                 | 1000 Wilshire Blvd                   | Ste 850                     |              | Los Angeles    | CA    | 90017      |         |
| Wells Fargo Advisors                  | ATTN: Proxy Department        | One North Jefferson Avenue           |                             |              | St Louis       | MO    | 63103      |         |
| Wells Fargo Bank NA/Sig               | Robert Matera                 | 1525 West WT Harris Blvd             |                             |              | Charlotte      | NC    | 28262      |         |



## **Exhibit N**

**Substantial Holders Service List  
Served via First Class Mail**

| <b>CreditorName</b>                 | <b>CreditorNoticeName</b> | <b>Address1</b> | <b>Address2</b> | <b>Address3</b> | <b>City</b> | <b>State</b> | <b>Zip</b> | <b>Country</b> |
|-------------------------------------|---------------------------|-----------------|-----------------|-----------------|-------------|--------------|------------|----------------|
| Amit Agarwal                        |                           | Address on File |                 |                 |             |              |            |                |
| Dimensional Fund Advisors LP        |                           | Address on File |                 |                 |             |              |            |                |
| Glendon Capital Management L.P.     |                           | Address on File |                 |                 |             |              |            |                |
| Glendon Opportunities Fund II, L.P. | Walkers Corporate Limited | Address on File |                 |                 |             |              |            |                |
| Matthew Barrett                     |                           | Address on File |                 |                 |             |              |            |                |

## **Exhibit O**

Registered Holders Service List  
 Served via First Class Mail

| CreditorName             | Address1        | Address2 | Address3 | City | State | Zip |
|--------------------------|-----------------|----------|----------|------|-------|-----|
| AARON FANNING            | ADDRESS ON FILE |          |          |      |       |     |
| ABRAHAM OHAYON           | ADDRESS ON FILE |          |          |      |       |     |
| ADDISON W PRICE          | ADDRESS ON FILE |          |          |      |       |     |
| ADOLFO AMEZCUA           | ADDRESS ON FILE |          |          |      |       |     |
| AJA YAMAGATA             | ADDRESS ON FILE |          |          |      |       |     |
| ALEXANDER COLLIER        | ADDRESS ON FILE |          |          |      |       |     |
| ALEXANDER REGALA         | ADDRESS ON FILE |          |          |      |       |     |
| ALIA MARIE LADAK         | ADDRESS ON FILE |          |          |      |       |     |
| AMANDA V JONES           | ADDRESS ON FILE |          |          |      |       |     |
| AMIE MARIE LANE          | ADDRESS ON FILE |          |          |      |       |     |
| AMIR LOVE                | ADDRESS ON FILE |          |          |      |       |     |
| AMY JO GARY              | ADDRESS ON FILE |          |          |      |       |     |
| ANA CRUZ                 | ADDRESS ON FILE |          |          |      |       |     |
| ANAND SIVARAJU           | ADDRESS ON FILE |          |          |      |       |     |
| ANDREA FAYE HABER        | ADDRESS ON FILE |          |          |      |       |     |
| ANDREW JONES             | ADDRESS ON FILE |          |          |      |       |     |
| ANGELA SMITH             | ADDRESS ON FILE |          |          |      |       |     |
| ANGELO ROSE SR           | ADDRESS ON FILE |          |          |      |       |     |
| ANN THORNTON             | ADDRESS ON FILE |          |          |      |       |     |
| ANNEMARIE KIS-HORVATH    | ADDRESS ON FILE |          |          |      |       |     |
| ANNISSA HICKS            | ADDRESS ON FILE |          |          |      |       |     |
| BARBARA JANE DISHNER     | ADDRESS ON FILE |          |          |      |       |     |
| BETH GONZALEZ            | ADDRESS ON FILE |          |          |      |       |     |
| BETHENA LINN GONZALEZ    | ADDRESS ON FILE |          |          |      |       |     |
| BLAKE DEADWICK GROUP LLC | ADDRESS ON FILE |          |          |      |       |     |
| BRANDON DESKE            | ADDRESS ON FILE |          |          |      |       |     |
| BRIDGET ANN RINTYE       | ADDRESS ON FILE |          |          |      |       |     |
| BURT GUERRERI            | ADDRESS ON FILE |          |          |      |       |     |
| CALE MEEKS               | ADDRESS ON FILE |          |          |      |       |     |
| CALLIE MICEK             | ADDRESS ON FILE |          |          |      |       |     |
| CAMILLE LEWIS            | ADDRESS ON FILE |          |          |      |       |     |
| CANDICE BRUMBELOW        | ADDRESS ON FILE |          |          |      |       |     |
| CARA OATES RUMPLIK       | ADDRESS ON FILE |          |          |      |       |     |
| CAROLYN GRIGSBY REGALA   | ADDRESS ON FILE |          |          |      |       |     |
| CAROLYN LOREY            | ADDRESS ON FILE |          |          |      |       |     |
| CAROLYN REGALA           | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName              | Address1        | Address2 | Address3 | City | State | Zip |
|---------------------------|-----------------|----------|----------|------|-------|-----|
| CARRIE ANN ELROD          | ADDRESS ON FILE |          |          |      |       |     |
| CASSANDRA LYN MCGINTY     | ADDRESS ON FILE |          |          |      |       |     |
| CATHERINE FELIZ SERRANO   | ADDRESS ON FILE |          |          |      |       |     |
| CATHERINE KELSO BENDIN    | ADDRESS ON FILE |          |          |      |       |     |
| CATHERINE PRIEST          | ADDRESS ON FILE |          |          |      |       |     |
| CATHY BROOKS-FINE         | ADDRESS ON FILE |          |          |      |       |     |
| CECILIA ROBINSON          | ADDRESS ON FILE |          |          |      |       |     |
| CEDE & CO (FAST ACCOUNT)  | ADDRESS ON FILE |          |          |      |       |     |
| CHARLES ARTHUR HITT       | ADDRESS ON FILE |          |          |      |       |     |
| CHERYL D THOMPSON         | ADDRESS ON FILE |          |          |      |       |     |
| CHERYL IMELDA HAMPTON     | ADDRESS ON FILE |          |          |      |       |     |
| CHERYL PARSONS            | ADDRESS ON FILE |          |          |      |       |     |
| CHET KEIZER               | ADDRESS ON FILE |          |          |      |       |     |
| CHRIS FOTI                | ADDRESS ON FILE |          |          |      |       |     |
| CHRISLIE KNOTT            | ADDRESS ON FILE |          |          |      |       |     |
| CHRISTINE ANN SMITH       | ADDRESS ON FILE |          |          |      |       |     |
| CHRISTOPHER ALAN CRAWFORD | ADDRESS ON FILE |          |          |      |       |     |
| CHRISTOPHER ROBERT MORGAN | ADDRESS ON FILE |          |          |      |       |     |
| CHRISTY QUINN             | ADDRESS ON FILE |          |          |      |       |     |
| CLAIRE REBECCA DAVIS      | ADDRESS ON FILE |          |          |      |       |     |
| CLAUD HARDRICK JR         | ADDRESS ON FILE |          |          |      |       |     |
| COURTNEY CUNNINGHAM       | ADDRESS ON FILE |          |          |      |       |     |
| COURTNEY MCELENEY         | ADDRESS ON FILE |          |          |      |       |     |
| CRISTINA LATORRE FERNALD  | ADDRESS ON FILE |          |          |      |       |     |
| CURT HAGGLUND             | ADDRESS ON FILE |          |          |      |       |     |
| CYNTHIA SMITH             | ADDRESS ON FILE |          |          |      |       |     |
| DAN LERMA                 | ADDRESS ON FILE |          |          |      |       |     |
| DANA HILL                 | ADDRESS ON FILE |          |          |      |       |     |
| DANIELLE DAVILA           | ADDRESS ON FILE |          |          |      |       |     |
| DAVID JAMES JANSSEN       | ADDRESS ON FILE |          |          |      |       |     |
| DAVID LINDGREN            | ADDRESS ON FILE |          |          |      |       |     |
| DAVID RUSSETH             | ADDRESS ON FILE |          |          |      |       |     |
| DAVID SIMENAUER           | ADDRESS ON FILE |          |          |      |       |     |
| DAWNE BROWDER             | ADDRESS ON FILE |          |          |      |       |     |
| DEBBIE CRITES             | ADDRESS ON FILE |          |          |      |       |     |
| DEBBIE LAWRENCE           | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName                      | Address1        | Address2 | Address3 | City | State | Zip |
|-----------------------------------|-----------------|----------|----------|------|-------|-----|
| DEBORAH SHANNON                   | ADDRESS ON FILE |          |          |      |       |     |
| DEBORAH VALERIE KING              | ADDRESS ON FILE |          |          |      |       |     |
| DEBRA TAYLOR                      | ADDRESS ON FILE |          |          |      |       |     |
| DENISE SUMPTION                   | ADDRESS ON FILE |          |          |      |       |     |
| DILIP KRISHNAN                    | ADDRESS ON FILE |          |          |      |       |     |
| DONA MITCHAM                      | ADDRESS ON FILE |          |          |      |       |     |
| DONA RENA MITCHAM                 | ADDRESS ON FILE |          |          |      |       |     |
| DONALD FRIEDRICH                  | ADDRESS ON FILE |          |          |      |       |     |
| DONALD LEMMING                    | ADDRESS ON FILE |          |          |      |       |     |
| DOROTHY KELLY VRTIS               | ADDRESS ON FILE |          |          |      |       |     |
| DOUGLAS EUGENE BURNS              | ADDRESS ON FILE |          |          |      |       |     |
| ELISABETH A CRUICKSHANK           | ADDRESS ON FILE |          |          |      |       |     |
| ELIZABETH MCGEE                   | ADDRESS ON FILE |          |          |      |       |     |
| ELIZABETH MOND                    | ADDRESS ON FILE |          |          |      |       |     |
| ERIN PETTY                        | ADDRESS ON FILE |          |          |      |       |     |
| EST BARBARA ANN WAGGONER          | ADDRESS ON FILE |          |          |      |       |     |
| ESTAIRE SCHACHTER                 | ADDRESS ON FILE |          |          |      |       |     |
| EVELYN DORSEY JOHNSTON            | ADDRESS ON FILE |          |          |      |       |     |
| FERNANDO VELASQUEZ                | ADDRESS ON FILE |          |          |      |       |     |
| FRANKLIN PRESTON TAYLOR JR        | ADDRESS ON FILE |          |          |      |       |     |
| GAIL PLOTKIN                      | ADDRESS ON FILE |          |          |      |       |     |
| GARY KEMP                         | ADDRESS ON FILE |          |          |      |       |     |
| GIANISE L LEWIS                   | ADDRESS ON FILE |          |          |      |       |     |
| GRAHAM SIMS JESSUP                | ADDRESS ON FILE |          |          |      |       |     |
| GREEN EQUITY INVESTORS SIDE V L P | ADDRESS ON FILE |          |          |      |       |     |
| GREEN EQUITY INVESTORS V L P      | ADDRESS ON FILE |          |          |      |       |     |
| GREG DEATON                       | ADDRESS ON FILE |          |          |      |       |     |
| HARDEEP SINGH SAINI               | ADDRESS ON FILE |          |          |      |       |     |
| HEATHER VAUGHN                    | ADDRESS ON FILE |          |          |      |       |     |
| HEIDI BARTON                      | ADDRESS ON FILE |          |          |      |       |     |
| HOLLY NEVADA KLEEBUA              | ADDRESS ON FILE |          |          |      |       |     |
| IRVING CARPENTER                  | ADDRESS ON FILE |          |          |      |       |     |
| ISAAC CHARLES DAIKER              | ADDRESS ON FILE |          |          |      |       |     |
| JACKIE LYNN HARPER                | ADDRESS ON FILE |          |          |      |       |     |
| JACOB REIFF                       | ADDRESS ON FILE |          |          |      |       |     |
| JACQUELYN TATE                    | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName               | Address1        | Address2 | Address3 | City | State | Zip |
|----------------------------|-----------------|----------|----------|------|-------|-----|
| JAKE JAMES DEMPSEY         | ADDRESS ON FILE |          |          |      |       |     |
| JAMES ANDREWS              | ADDRESS ON FILE |          |          |      |       |     |
| JAMES L EDGAR              | ADDRESS ON FILE |          |          |      |       |     |
| JAMES NICOLETTI            | ADDRESS ON FILE |          |          |      |       |     |
| JAMES PETER MONIODES       | ADDRESS ON FILE |          |          |      |       |     |
| JANET CLINE                | ADDRESS ON FILE |          |          |      |       |     |
| JANET STEFFEN              | ADDRESS ON FILE |          |          |      |       |     |
| JANICE JUSSELL             | ADDRESS ON FILE |          |          |      |       |     |
| JANINE KOSTELNY            | ADDRESS ON FILE |          |          |      |       |     |
| JAY CLARK                  | ADDRESS ON FILE |          |          |      |       |     |
| JAY WEHRING                | ADDRESS ON FILE |          |          |      |       |     |
| JEANEEN ARTHUR             | ADDRESS ON FILE |          |          |      |       |     |
| JEFFREY SCOTT JONES        | ADDRESS ON FILE |          |          |      |       |     |
| JENNIFER HANNA-CHAMBERS    | ADDRESS ON FILE |          |          |      |       |     |
| JENNIFER PAVLAKOVICH       | ADDRESS ON FILE |          |          |      |       |     |
| JENNIFER PEREIRA           | ADDRESS ON FILE |          |          |      |       |     |
| JENNIFER VERVAET           | ADDRESS ON FILE |          |          |      |       |     |
| JENNY MANDALA-OROURKE      | ADDRESS ON FILE |          |          |      |       |     |
| JESSICA LYNN ARMSTRONG     | ADDRESS ON FILE |          |          |      |       |     |
| JILL EGNEW                 | ADDRESS ON FILE |          |          |      |       |     |
| JILL H BAKER               | ADDRESS ON FILE |          |          |      |       |     |
| JILL MAJERUS               | ADDRESS ON FILE |          |          |      |       |     |
| JINNIFER KOGER             | ADDRESS ON FILE |          |          |      |       |     |
| JOAN M COLES               | ADDRESS ON FILE |          |          |      |       |     |
| JOAN MIHELICH              | ADDRESS ON FILE |          |          |      |       |     |
| JOAN OBLAK                 | ADDRESS ON FILE |          |          |      |       |     |
| JODY BARRETT               | ADDRESS ON FILE |          |          |      |       |     |
| JOE FERREIRA               | ADDRESS ON FILE |          |          |      |       |     |
| JOELLE JENSEN HERNANDEZ    | ADDRESS ON FILE |          |          |      |       |     |
| JOHN CALHOUN CONNIFF III   | ADDRESS ON FILE |          |          |      |       |     |
| JOHN CHRISTIAN URBIN       | ADDRESS ON FILE |          |          |      |       |     |
| JOHN SCADDEN               | ADDRESS ON FILE |          |          |      |       |     |
| JOHN SCHROEDER             | ADDRESS ON FILE |          |          |      |       |     |
| JOHN WAYNE MCCASLIN        | ADDRESS ON FILE |          |          |      |       |     |
| JONATHAN LINWOOD SLEEP     | ADDRESS ON FILE |          |          |      |       |     |
| JONATHAN ORLANDO HERNANDEZ | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName           | Address1        | Address2 | Address3 | City | State | Zip |
|------------------------|-----------------|----------|----------|------|-------|-----|
| JOYCE SHERMAN          | ADDRESS ON FILE |          |          |      |       |     |
| JUAN SANDOVAL          | ADDRESS ON FILE |          |          |      |       |     |
| JUDITH ZAVASKY         | ADDRESS ON FILE |          |          |      |       |     |
| JULIE ANN DAO          | ADDRESS ON FILE |          |          |      |       |     |
| JULIE LEOPARD          | ADDRESS ON FILE |          |          |      |       |     |
| JUSTIN WAYNE BEESINGER | ADDRESS ON FILE |          |          |      |       |     |
| KARLA BUIE             | ADDRESS ON FILE |          |          |      |       |     |
| KARYN MAYNARD          | ADDRESS ON FILE |          |          |      |       |     |
| KATHERINE BOREN        | ADDRESS ON FILE |          |          |      |       |     |
| KATHRYN HENDERSON      | ADDRESS ON FILE |          |          |      |       |     |
| KATIE BRADEN           | ADDRESS ON FILE |          |          |      |       |     |
| KELLEY SCHADT          | ADDRESS ON FILE |          |          |      |       |     |
| KELLY RAO-KATHI        | ADDRESS ON FILE |          |          |      |       |     |
| KELLY VRTIS            | ADDRESS ON FILE |          |          |      |       |     |
| KELSEY PING            | ADDRESS ON FILE |          |          |      |       |     |
| KELSEY WESTAWAY        | ADDRESS ON FILE |          |          |      |       |     |
| KEN CARLYLE HICKS      | ADDRESS ON FILE |          |          |      |       |     |
| KEN F CHEZ             | ADDRESS ON FILE |          |          |      |       |     |
| KERI DI VINCENZO       | ADDRESS ON FILE |          |          |      |       |     |
| KEVIN HUTCHINSON       | ADDRESS ON FILE |          |          |      |       |     |
| KEVIN JACKSON          | ADDRESS ON FILE |          |          |      |       |     |
| KEVIN MARLOW           | ADDRESS ON FILE |          |          |      |       |     |
| KIMBERLY PARSONS       | ADDRESS ON FILE |          |          |      |       |     |
| KRISTIN MILLER         | ADDRESS ON FILE |          |          |      |       |     |
| KRISTINA CASSARA       | ADDRESS ON FILE |          |          |      |       |     |
| KYRA COMPINSKY         | ADDRESS ON FILE |          |          |      |       |     |
| LAURA SIMS             | ADDRESS ON FILE |          |          |      |       |     |
| LAURA YUND             | ADDRESS ON FILE |          |          |      |       |     |
| LAUREN BOLIVAR         | ADDRESS ON FILE |          |          |      |       |     |
| LAUREN DUMAS           | ADDRESS ON FILE |          |          |      |       |     |
| LESLY TULLO            | ADDRESS ON FILE |          |          |      |       |     |
| LILLIAN MARTINEZ       | ADDRESS ON FILE |          |          |      |       |     |
| LINDA BOBER            | ADDRESS ON FILE |          |          |      |       |     |
| LINDA CURRIE MILLIS    | ADDRESS ON FILE |          |          |      |       |     |
| LINDA L OBRIEN         | ADDRESS ON FILE |          |          |      |       |     |
| LISA BETH DAVIS-BERMAN | ADDRESS ON FILE |          |          |      |       |     |



Registered Holders Service List  
 Served via First Class Mail

| CreditorName              | Address1        | Address2 | Address3 | City | State | Zip |
|---------------------------|-----------------|----------|----------|------|-------|-----|
| LISA KALB                 | ADDRESS ON FILE |          |          |      |       |     |
| LISA MANIOLA              | ADDRESS ON FILE |          |          |      |       |     |
| LISA MOTAMED              | ADDRESS ON FILE |          |          |      |       |     |
| LISA TARDO                | ADDRESS ON FILE |          |          |      |       |     |
| LOLITA TORO               | ADDRESS ON FILE |          |          |      |       |     |
| LOURDES ELIZABETH HERRERA | ADDRESS ON FILE |          |          |      |       |     |
| LUDMILA SUJANOVA          | ADDRESS ON FILE |          |          |      |       |     |
| LYNNE HAIRSTON            | ADDRESS ON FILE |          |          |      |       |     |
| MANIVONE PHIAVONG         | ADDRESS ON FILE |          |          |      |       |     |
| MARGOT ELYSE BERCY        | ADDRESS ON FILE |          |          |      |       |     |
| MARIA DEAN                | ADDRESS ON FILE |          |          |      |       |     |
| MARIA S HINOJOSA          | ADDRESS ON FILE |          |          |      |       |     |
| MARIA TERESA HITT         | ADDRESS ON FILE |          |          |      |       |     |
| MARIA WILLIAMS            | ADDRESS ON FILE |          |          |      |       |     |
| MARION ENTWISLE           | ADDRESS ON FILE |          |          |      |       |     |
| MARK BEIMFORD             | ADDRESS ON FILE |          |          |      |       |     |
| MARK K OLSON              | ADDRESS ON FILE |          |          |      |       |     |
| MARTHA MOLINE             | ADDRESS ON FILE |          |          |      |       |     |
| MARVIN PRICE              | ADDRESS ON FILE |          |          |      |       |     |
| MARY B DOUGHERTY MELTON   | ADDRESS ON FILE |          |          |      |       |     |
| MARY ELIZABETH COOPER     | ADDRESS ON FILE |          |          |      |       |     |
| MARY FERRANDINO           | ADDRESS ON FILE |          |          |      |       |     |
| MARY JEAN ERACI           | ADDRESS ON FILE |          |          |      |       |     |
| MAUREEN ALEXANDER WRIGHT  | ADDRESS ON FILE |          |          |      |       |     |
| MEGAN AVILA               | ADDRESS ON FILE |          |          |      |       |     |
| MELANIE RAINEY            | ADDRESS ON FILE |          |          |      |       |     |
| MELISSA COLLINS           | ADDRESS ON FILE |          |          |      |       |     |
| MEREDITH KADLEC           | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL ALLEN NELSON      | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL ATWELL            | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL BELL              | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL BRADLEY TAYLOR    | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL CORLEY            | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL EDWARD WITT       | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL JEFFREY BENARD    | ADDRESS ON FILE |          |          |      |       |     |
| MICHAEL PAUL RUDZKI       | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName             | Address1        | Address2 | Address3 | City | State | Zip |
|--------------------------|-----------------|----------|----------|------|-------|-----|
| MICHELLE GAMBLE          | ADDRESS ON FILE |          |          |      |       |     |
| MICHELLE NEUSTADT KARDON | ADDRESS ON FILE |          |          |      |       |     |
| MICHELLE OLEJARZ         | ADDRESS ON FILE |          |          |      |       |     |
| MINERVA OJEDA            | ADDRESS ON FILE |          |          |      |       |     |
| MONICA PEARSON           | ADDRESS ON FILE |          |          |      |       |     |
| MS LESLIE ANN RENZULLI   | ADDRESS ON FILE |          |          |      |       |     |
| MS ROBIN RHEA ROBERTS    | ADDRESS ON FILE |          |          |      |       |     |
| MURUGANANDAM SIVARAJU    | ADDRESS ON FILE |          |          |      |       |     |
| NANCY C COTTA            | ADDRESS ON FILE |          |          |      |       |     |
| NANCY DOCKAL             | ADDRESS ON FILE |          |          |      |       |     |
| NANCY DYER               | ADDRESS ON FILE |          |          |      |       |     |
| NATASHA SINGLETON        | ADDRESS ON FILE |          |          |      |       |     |
| NEAL GRAUMANN            | ADDRESS ON FILE |          |          |      |       |     |
| NICOLE HUNTER            | ADDRESS ON FILE |          |          |      |       |     |
| NIKKI BOURLAND           | ADDRESS ON FILE |          |          |      |       |     |
| NORINE RUDOLPH           | ADDRESS ON FILE |          |          |      |       |     |
| OTIS EDWARD FIELDS       | ADDRESS ON FILE |          |          |      |       |     |
| PAMELA BEALL             | ADDRESS ON FILE |          |          |      |       |     |
| PATRICIA LOPEZ           | ADDRESS ON FILE |          |          |      |       |     |
| PATRICIA WILLIAMS        | ADDRESS ON FILE |          |          |      |       |     |
| PAUL R HOLSER JR         | ADDRESS ON FILE |          |          |      |       |     |
| PAUL SARGEANT            | ADDRESS ON FILE |          |          |      |       |     |
| PEGGY LEA HOCK           | ADDRESS ON FILE |          |          |      |       |     |
| PETER JAMES BARTOLO      | ADDRESS ON FILE |          |          |      |       |     |
| RANDI BENNETT            | ADDRESS ON FILE |          |          |      |       |     |
| RANDI MEANS              | ADDRESS ON FILE |          |          |      |       |     |
| REBECCA CUNDIFF          | ADDRESS ON FILE |          |          |      |       |     |
| REBECCA LYNN PARISH      | ADDRESS ON FILE |          |          |      |       |     |
| REGINA C HOWE            | ADDRESS ON FILE |          |          |      |       |     |
| RENEE LANGSTON           | ADDRESS ON FILE |          |          |      |       |     |
| RICHARD JAMES MACRI      | ADDRESS ON FILE |          |          |      |       |     |
| RICHARD PATTEK           | ADDRESS ON FILE |          |          |      |       |     |
| RICK LAFEBRE             | ADDRESS ON FILE |          |          |      |       |     |
| ROBERT SWIFT             | ADDRESS ON FILE |          |          |      |       |     |
| RONALD C SHERRILL JR     | ADDRESS ON FILE |          |          |      |       |     |
| ROSA PEREZ RANERI        | ADDRESS ON FILE |          |          |      |       |     |

Registered Holders Service List  
 Served via First Class Mail

| CreditorName  | Address1        | Address2 | Address3 | City | State | Zip |
|---|-----------------|----------|----------|------|-------|-----|
| ROXANNA LADD  | ADDRESS ON FILE |          |          |      |       |     |
| RYAN SCOTT JOHNSON  | ADDRESS ON FILE |          |          |      |       |     |
| SAMANTHA KATHLEEN COOK  | ADDRESS ON FILE |          |          |      |       |     |
| SAMUEL MONTES   | ADDRESS ON FILE |          |          |      |       |     |
| SANDRA ROSEND   | ADDRESS ON FILE |          |          |      |       |     |
| SANDRA STAGG  | ADDRESS ON FILE |          |          |      |       |     |
| SARAH COONS LINDSAY   | ADDRESS ON FILE |          |          |      |       |     |
| SARAH HRIVNAK   | ADDRESS ON FILE |          |          |      |       |     |
| SARAH WINSTEAD  | ADDRESS ON FILE |          |          |      |       |     |
| SARITA NADER  | ADDRESS ON FILE |          |          |      |       |     |
| SCOTT ALLAN KANAGA  | ADDRESS ON FILE |          |          |      |       |     |
| SCOTT JONES   | ADDRESS ON FILE |          |          |      |       |     |
| SHARI BLAKE   | ADDRESS ON FILE |          |          |      |       |     |
| SHARON DI COSTANZO  | ADDRESS ON FILE |          |          |      |       |     |
| SHARON HOOBLER  | ADDRESS ON FILE |          |          |      |       |     |
| SHAWN WAGGONER  | ADDRESS ON FILE |          |          |      |       |     |
| SHERRA FEENY  | ADDRESS ON FILE |          |          |      |       |     |
| SHERRI MILBURN  | ADDRESS ON FILE |          |          |      |       |     |
| SHERRY DENISE MURPHY  | ADDRESS ON FILE |          |          |      |       |     |
| SHUBHRO SEN   | ADDRESS ON FILE |          |          |      |       |     |
| SI WENG VAN   | ADDRESS ON FILE |          |          |      |       |     |
| SONJYA MCGARITY   | ADDRESS ON FILE |          |          |      |       |     |
| STEPHANIE LYNN BEHASA   | ADDRESS ON FILE |          |          |      |       |     |
| STEPHANIE SEILER  | ADDRESS ON FILE |          |          |      |       |     |
| STEVE CATECHI   | ADDRESS ON FILE |          |          |      |       |     |
| STEVEN CRAIG SMITH  | ADDRESS ON FILE |          |          |      |       |     |
| STEVEN LEADINGHAM   | ADDRESS ON FILE |          |          |      |       |     |
| STUART REIN   | ADDRESS ON FILE |          |          |      |       |     |
| SUSAN CAESAR HANDY  | ADDRESS ON FILE |          |          |      |       |     |
| SYLVIA MARIA PEREZ  | ADDRESS ON FILE |          |          |      |       |     |
| TALIAH MOLINA WALKER  | ADDRESS ON FILE |          |          |      |       |     |
| TALLY LOBDELL   | ADDRESS ON FILE |          |          |      |       |     |
| TCS CO-INVEST LLC   | ADDRESS ON FILE |          |          |      |       |     |
| THE CONTAINER STORE GROUP INC<br>UNVESTED RS AWARD ACCOUNT<br>ATTN JEFFREY A MILLER | ADDRESS ON FILE |          |          |      |       |     |

**Registered Holders Service List  
 Served via First Class Mail**

| <b>CreditorName</b>   | <b>Address1</b> | <b>Address2</b> | <b>Address3</b> | <b>City</b> | <b>State</b> | <b>Zip</b> |
|-----------------------|-----------------|-----------------|-----------------|-------------|--------------|------------|
| TERESA GASCOIGNE      | ADDRESS ON FILE |                 |                 |             |              |            |
| THOMAS MICHAEL WIAN   | ADDRESS ON FILE |                 |                 |             |              |            |
| TIWANA BENNETT        | ADDRESS ON FILE |                 |                 |             |              |            |
| TRACI CASTRO          | ADDRESS ON FILE |                 |                 |             |              |            |
| TRACI HEITZ           | ADDRESS ON FILE |                 |                 |             |              |            |
| TRACY LEWIS           | ADDRESS ON FILE |                 |                 |             |              |            |
| TRACY ZANDER          | ADDRESS ON FILE |                 |                 |             |              |            |
| VALIA KRAKOW          | ADDRESS ON FILE |                 |                 |             |              |            |
| VANESSA CORNEJO       | ADDRESS ON FILE |                 |                 |             |              |            |
| VI TRAN               | ADDRESS ON FILE |                 |                 |             |              |            |
| VICTORIA FAY FAUGHNAN | ADDRESS ON FILE |                 |                 |             |              |            |
| VICTORIA WOODS        | ADDRESS ON FILE |                 |                 |             |              |            |
| VINCENT ODOM FERTITTA | ADDRESS ON FILE |                 |                 |             |              |            |
| WALTER KNIGHT III     | ADDRESS ON FILE |                 |                 |             |              |            |
| WHITNEY DARWIN        | ADDRESS ON FILE |                 |                 |             |              |            |
| WILLIAM T HAMLIN JR   | ADDRESS ON FILE |                 |                 |             |              |            |
| YVONNE ALVARADO       | ADDRESS ON FILE |                 |                 |             |              |            |
| YVONNE GARZA          | ADDRESS ON FILE |                 |                 |             |              |            |

## **Exhibit P**

**FCC Service List**  
**Served via First Class Mail**

| <b>CreditorName</b>               | <b>CredeitorNoticeName</b> | <b>Address1</b> | <b>City</b> | <b>State</b> | <b>Zip</b> |
|-----------------------------------|----------------------------|-----------------|-------------|--------------|------------|
| Federal Communications Commission | Jessica Rosenworcel        | 45 L St NE      | Washington  | DC           | 20554      |

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

----- x  
In re: : Chapter 11  
: :  
THE CONTAINER STORE GROUP, INC., et al., : Case No. 24-90627 (ARP)  
: :  
Debtors.<sup>1</sup> : (Jointly Administered)  
: :  
----- :x

**CERTIFICATE OF SERVICE**

I, Darlene S. Calderon, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as **Exhibit 1** to Docket No. 81]
- **Order Granting Complex Case Treatment** [Docket No. 37]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit D**; via Overnight Mail upon service list attached hereto as **Exhibit E** for subsequent distribution to beneficial holders of CUSIP 210751202; and via First Class Mail upon the service list attached hereto as **Exhibit F**:

*(Continued on Next Page)*

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for “Street Name” Holders of Interests in Class 8** [Substantially in the form attached as Exhibit 4B to Docket No. 81]

Furthermore, on December 27, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as Exhibit G:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for Holders of Claims and Interests in Non-Voting Classes** [Substantially in the form attached as Exhibit 4A to Docket No. 81]
- **Order Granting Complex Case Treatment** [Docket No. 37]

Furthermore, on December 27, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as Exhibit H:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]

*(Continued on Next Page)*



- **Order Granting Complex Case Treatment** [Docket No. 37]

Dated: January 3, 2025

/s/ Darlene S. Calderon

Darlene S. Calderon

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

# Exhibit A

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description  | CreditorName                                | CreditorNoticeName         | Email  |
|--|---|----------------------------|--|
| Attorney General for the State of Alabama                            | Alabama Attorney General                    | Attn Bankruptcy Department | consumerinterest@Alabamaag.gov   |
| Attorney General for the State of Alaska                             | Alaska Attorney General                     | Attn Bankruptcy Department | attorney_general@alaska.gov  |
| Top 30 Creditor  | Ankura Intermediate Holdings, LP            | Keith Jelinek              | keith.jelinek@ankura.com   |
| Attorney General for the State of Arizona                            | Arizona Attorney General - CSS              | Attn Bankruptcy Department | BCEIntake@azag.gov   |
| Attorney General for the State of Arkansas                           | Arkansas Attorney General                   | Attn Bankruptcy Department | OAG@ArkansasAG.gov   |
| Counsel to Brookfield Properties Retail Inc.                         | Brookfield Properties Retail Inc., as Agent | Kristen N. Pate            | bk@bpretail.com  |
| Attorney General for the State of Colorado                           | Colorado Attorney General                   | Attn Bankruptcy Department | attorney_general@coag.gov  |
| Attorney General for the State of Connecticut                        | Connecticut Attorney General                | Attn Bankruptcy Department | attorney_general@ct.gov  |
| Attorney General for the State of Delaware                           | Delaware Attorney General                   | Attn Bankruptcy Department | attorney_general@state.de.us   |
| Attorney General for the State of District of Columbia               | District of Columbia Attorney General       | Attn Bankruptcy Department | oag@dc.gov   |
| Top 30 Creditor  | Echo Global Logistics, Inc.                 | Greg Dugan                 | gdugan@echo.com  |
| Top 30 Creditor  | FC Brands LLC                               | Matt David                 | ops@fullcirclehome.com   |
| Top 30 Creditor  | Fedex                                       | Chaz Gagne                 | cgagne@fedex.com   |
| Attorney General for the State of Florida                            | Florida Attorney General                    | Attn Bankruptcy Department | citizenservices@myfloridalegal.com;<br>oag.civil.eserve@myfloridalegal.com |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC       | Frost Brown Todd LLP                        | Rebecca L. Matthews        | rmatthews@fblaw.com  |
| Attorney General for the State of Georgia                            | Georgia Attorney General                    | Attn Bankruptcy Department | Agcarr@law.ga.gov  |
| Attorney General for the State of Hawaii                             | Hawaii Attorney General                     | Attn Bankruptcy Department | hawaiiag@hawaii.gov  |
| Top 30 Creditor  | Hulken Inc.                                 | Tanya Hamilton             | billing@hulkenbag.com  |
| Attorney General for the State of Idaho                              | Idaho Attorney General                      | Attn Bankruptcy Department | bankruptcy@ag.idaho.gov  |
| Attorney General for the State of Illinois                           | Illinois Attorney General                   | Attn Bankruptcy Department | bankruptcy_notices@ilag.gov  |
| Top 30 Creditor  | Impact Tech, Inc.                           | Andrew Carvalho            | andrew.carvalho@impact.com   |
| Attorney General for the State of Indiana                            | Indiana Attorney General                    | Attn Bankruptcy Department | info@atg.in.gov  |
| Top 30 Creditor  | Interdesign, Inc.                           | Ilese Okeefe               | andre.burke@idesignlivesimply.com  |
| Top 30 Creditor  | Intermetro Industries Corporation           | Rob Napkori                | rob.napkori@metro.com  |
| Attorney General for the State of Iowa                               | Iowa Attorney General                       | Attn Bankruptcy Department | IDR.Bankruptcy@ag.iowa.gov   |
| Top 30 Creditor  | Iris USA, Inc.                              | Tanya Rocha                | tanya.rocha@irisusainc.com   |
| Attorney General for the State of Kentucky                           | Kentucky Attorney General                   | Attn Bankruptcy Department | attorney_general@ag.ky.gov   |
| Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC | Kurtzman   Steady, LLC                      | Jeffrey Kurtzman           | kurtzman@kurtzmansteady.com  |
| Top 30 Creditor  | LC Designs Company Limited                  | Kevin Pestell              | kevinpestell@lc-designs.co.uk  |
| Counsel to Town of Fairview, Tarrant County, and Dallas County       | Linebarger Goggan Blair & Sampson, LLP      | John Kendrick Turner       | dallas.bankruptcy@lgbs.com   |
| Counsel to Montgomery County   | Linebarger Goggan Blair & Sampson, LLP      | Tara L. Grundemeier        | houston_bankruptcy@lgbs.com  |
| Attorney General for the State of Louisiana                          | Louisiana Attorney General                  | Attn Bankruptcy Department | Executive@ag.louisiana.gov;<br>ConstituentServices@ag.louisiana.gov        |
| Attorney General for the State of Maine                              | Maine Attorney General                      | Attn Bankruptcy Department | attorney_general@maine.gov   |
| Attorney General for the State of Maryland                           | Maryland Attorney General                   | Attn Bankruptcy Department | oag@oag.state.md.us  |
| Attorney General for the State of Michigan                           | Michigan Attorney General                   | Attn Bankruptcy Department | miag@michigan.gov  |
| Attorney General for the State of Minnesota                          | Minnesota Attorney General                  | Attn Bankruptcy Department | ag.replies@ag.state.mn.us  |
| Attorney General for the State of Missouri                           | Missouri Attorney General                   | Attn Bankruptcy Department | attorney_general@ago.mo.gov  |
| Attorney General for the State of Montana                            | Montana Attorney General                    | Attn Bankruptcy Department | contactocp@mt.gov  |

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description   | CreditorName                                   | CreditorNoticeName  | Email  |
|---|--|---|--|
| Attorney General for the State of Nebraska                              | Nebraska Attorney General                      | Attn Bankruptcy Department                                | NEDOJ@nebraska.gov;<br>Ago.info.help@nebraska.gov  |
| Attorney General for the State of Nevada                                | Nevada Attorney General                        | Attn Bankruptcy Department                                | AgInfo@ag.nv.gov   |
| Attorney General for the State of New Hampshire                         | New Hampshire Attorney General                 | Attn Bankruptcy Department                                | attorneygeneral@doj.nh.gov   |
| Attorney General for the State of New Jersey                            | New Jersey Attorney General                    | Attn Bankruptcy Department                                | Heather.Anderson@law.njoag.gov;<br>NJAG.ElectronicService.CivilMatters@law.njoag.gov   |
| Attorney General for the State of New York                              | New York Attorney General                      | Attn Bankruptcy Department                                | Louis.Testa@ag.ny.gov;<br>letitia.james@ag.ny.gov  |
| Attorney General for the State of North Carolina                        | North Carolina Attorney General                | Attn Bankruptcy Department                                | ncago@ncdoj.gov  |
| Attorney General for the State of North Dakota                          | North Dakota Attorney General                  | Attn Bankruptcy Department                                | ndag@nd.gov  |
| Attorney General for the State of Ohio                                  | Ohio Attorney General                          | Attn Bankruptcy Department                                | Kristin.Radwanick@OhioAGO.gov  |
| Attorney General for the State of Oklahoma                              | Oklahoma Attorney General                      | Attn Bankruptcy Department                                | ConsumerProtection@oag.ok.gov  |
| Attorney General for the State of Oregon                                | Oregon Attorney General                        | Attn Bankruptcy Department                                | AttorneyGeneral@doj.state.or.us;<br>Lisa.Udland@doj.state.or.us  |
| Counsel to the Ad Hoc Group of Term Lenders                             | Paul Hastings LLP                              | Charles Persons   | charlespersons@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders                             | Paul Hastings LLP                              | Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch | isaacsasson@paulhastings.com;<br>jaymegoldstein@paulhastings.com;<br>williamreily@paulhastings.com;<br>leoniekoch@paulhastings.com |
| Counsel to the Ad Hoc Group   | Paul Hastings LLP                              | Schlea Thomas   | schleathomas@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders                             | Paul Hastings LLP                              | William Reily   | williamreily@paulhastings.com  |
| Counsel to the DIP Term Loan Agents                                     | Paul Hastings LLP                              | Alex Cota, Liz Loonam                                     | lizloonam@paulhastings.com;<br>alexcota@paulhastings.com   |
| Attorney General for the State of Pennsylvania                          | Pennsylvania Attorney General                  | Attn Bankruptcy Department                                | info@attorneygeneral.gov   |
| Top 30 Creditor   | PMG Worldwide, LLC                             | George Popstefanov  | george@pmg.com   |
| Top 30 Creditor   | Poppin Furniture LLC                           | Allie Diep  | adiiep@poppin.com  |
| Top 30 Creditor   | Pura Scents, Inc.                              | Addison Harris  | Addison@pura.com   |
| Top 30 Creditor   | R X O Freight Forwarding                       | Kenneth Burger  | kenneth.burger@rxo.com   |
| Attorney General for the State of Rhode Island                          | Rhode Island Attorney General                  | Attn Bankruptcy Department                                | ag@riag.ri.gov   |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC          | Riemer & Braunstein LLP                        | Donald E. Rothman, Steven E. Fox                          | drothman@riemerlaw.com;<br>sfox@riemerlaw.com  |
| Top 30 Creditor   | Schwarz Paper Company, LLC                     | Michael Gary  | michael.gary@schwarz.com   |
| SEC Regional Office   | Securities & Exchange Commission               | Fort Worth Regional Office                                | dfw@sec.gov  |
| SEC Headquarters  | Securities & Exchange Commission               | Secretary of the Treasury                                 | secbankruptcy@sec.gov  |
| Counsel to Simon Property Group, Inc. and its Related Entities          | Simon Property Group, Inc.                     | Ronald M. Tucker  | rtucker@simon.com  |
| Counsel to the Prepetition ABL Facility Agent and Prepetition Agent     | Simpson Thacher & Bartlett LLP                 | Ian Kitts, Sandeep Qusba, Zachary J. Weiner               | ian.kitts@stblaw.com;<br>squsba@stblaw.com;<br>zachary.weiner@stblaw.com   |
| Attorney General for the State of South Carolina                        | South Carolina Attorney General                | Attn Bankruptcy Department                                | bankruptcy@scag.gov  |
| Attorney General for the State of South Dakota                          | South Dakota Attorney General                  | Attn Bankruptcy Department                                | atghelp@state.sd.us  |
| Top 30 Creditor   | Steel Technology, LLC dba Hydro Flask          | Melissa De Souza Mosela                                   | mmosela@helenoftroy.com  |
| Attorney General for the State of Tennessee                             | Tennessee Attorney General                     | Attn Bankruptcy Department                                | agattorneys@ag.tn.gov  |
| Top 30 Creditor   | TEST-RITE INTL CO., LTD.                       | Carol Yu  | am-la-home@testritegroup.com   |
| Texas Attorney General  | Texas Attorney General                         | Attn Bankruptcy Department                                | bankruptcytax@oag.texas.gov;<br>communications@oag.texas.gov;<br>Robert.robinson@oag.texas.gov                                     |
| Top 30 Creditor   | Transcon Shipping Co., Inc.                    | Eric Barcomb  | erich@transconshipping.com   |
| SDTX - United States Attorney Office for the Southern District of Texas | US Attorney Office, Southern District of Texas | Civil Process Clerk for the U.S. Attorney's Office        | usatxs.atty@usdoj.gov  |

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description  | CreditorName   | CreditorNoticeName         | Email  |
|--|--|----------------------------|--|
| SDTX - Office of the U.S. Trustee for the Southern District of Texas | US Trustee for the Southern District of Texas (Houston Division) | Ha Nguyen, Vianey Garza    | Ha.Nguyen@usdoj.gov;<br>Vianey.Garza@usdoj.gov |
| Attorney General for the State of Utah                               | Utah Attorney General  | Attn Bankruptcy Department | bankruptcy@agutah.gov                          |
| Attorney General for the State of Vermont                            | Vermont Attorney General   | Attn Bankruptcy Department | ago.info@vermont.gov                           |
| Attorney General for the State of Virginia                           | Virginia Attorney General  | Attn Bankruptcy Department | mailoag@oag.state.va.us                        |
| Attorney General for the State of West Virginia                      | West Virginia Attorney General                                   | Attn Bankruptcy Department | consumer@wvago.gov                             |
| Top 30 Creditor  | Whitmor, Inc.  | Jerri Perrault             | ar@whitmor.com                                 |
| Attorney General for the State of Wisconsin                          | Wisconsin Attorney General                                       | Attn Bankruptcy Department | dojbankruptcynoticegroup@doj.state.wi.us       |
| Top 30 Creditor  | Wurth Baer Supply Company  | Candy Debartolo            | candy.debartolo@wurthbsc.com                   |
| Attorney General for the State of Wyoming                            | Wyoming Attorney General   | Attn Bankruptcy Department | ag.webmaster@wyo.gov                           |
| Top 30 Creditor  | XPO Logistics, LLC   | Kenneth Burger             | kenneth.burger@rxo.com                         |
| Top 30 Creditor  | York (Asia) Limited  | Ivy Peng                   | ivy.peng@yorkasia.com                          |

## **Exhibit B**

Class 3 - Term Loan Claimants  
Served via Electronic Mail

| CreditorName   | Email                 |
|--|-----------------------|
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED                       | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD                            | Email Address on File |
| AMMC CLO 18 LTD  | Email Address on File |
| AMMC CLO 22, LIMITED   | Email Address on File |
| AMMC CLO XI, LIMITED   | Email Address on File |
| ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.                           | Email Address on File |
| CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND               | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND                      | Email Address on File |
| CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND                                      | Email Address on File |
| GC ADVISORS LLC - GEMS 6 SUB 2, LLC  | Email Address on File |
| GC ADVISORS LLC - GEMS 6I SUB 1, L.P.  | Email Address on File |
| GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.  | Email Address on File |
| GC FINANCE OPERATIONS TRUST  | Email Address on File |
| GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC                                       | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.              | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP                  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1 | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1   | Email Address on File |
| JPMORGAN BK BRANCH - 0802  | Email Address on File |
| LCM 27 LTD.  | Email Address on File |
| LCM 28 LTD.  | Email Address on File |
| LCM 30 LTD.  | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 26 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 29 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 31 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 32 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 33 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 36 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.                           | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM XXIV LTD  | Email Address on File |
| LCM ASSET MANAGEMENT LLC-LCM 37 LTD  | Email Address on File |
| LCM EURO II LLC-LCM 39 LTD   | Email Address on File |
| LCM EURO II LLC-LCM 40 LTD   | Email Address on File |
| LCM EURO LLC - LCM 35 LTD.   | Email Address on File |
| LCM EURO LLC-LCM 34, LTD   | Email Address on File |
| LCM EURO LLC-LCM 38 LTD.   | Email Address on File |

**Class 3 - Term Loan Claimants  
 Served via Electronic Mail**

| <b>CreditorName</b>  | <b>Email</b>          |
|--|-----------------------|
| LCM XIII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XIV LIMITED PARTNERSHIP  | Email Address on File |
| LCM XV LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVI LIMITED PARTNERSHIP  | Email Address on File |
| LCM XVII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVIII LIMITED PARTNERSHIP  | Email Address on File |
| LCM XXII LTD.  | Email Address on File |
| LCM XXIII LTD.   | Email Address on File |
| LCM XXV LTD.   | Email Address on File |
| LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND | Email Address on File |
| MJX AM - VENTURE 37 CLO, LIMITED.  | Email Address on File |
| MJX AM - VENTURE XXIII CLO LIMITED   | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED                                | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED                              | Email Address on File |
| MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.                                    | Email Address on File |
| MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD                                  | Email Address on File |
| MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED                            | Email Address on File |
| MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED                         | Email Address on File |
| NASSAU 2018-II LTD.  | Email Address on File |
| NASSAU 2019-I LTD.   | Email Address on File |
| NASSAU 2019-II LTD.  | Email Address on File |
| NASSAU 2021-I LTD.   | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD                                    | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD                                     | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD                  | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.               | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD                   | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD                  | Email Address on File |
| VENTURE 28A CLO, LIMITED   | Email Address on File |
| VENTURE 31 CLO, LIMITED  | Email Address on File |
| VENTURE 32 CLO, LIMITED  | Email Address on File |
| VENTURE 33 CLO, LIMITED  | Email Address on File |
| VENTURE 34 CLO, LIMITED  | Email Address on File |
| VENTURE 35 CLO, LIMITED  | Email Address on File |
| VENTURE 36 CLO LIMITED   | Email Address on File |
| VENTURE 45 CLO LIMITED   | Email Address on File |
| VENTURE XXIX CLO, LIMITED  | Email Address on File |
| VENTURE XXVI CLO, LIMITED  | Email Address on File |
| VENTURE XXVII CLO, LIMITED   | Email Address on File |
| VENTURE XXVIII CLO LIMITED   | Email Address on File |
| VENTURE XXX CLO, LIMITED   | Email Address on File |



**Class 3 - Term Loan Claimants**  
**Served via Electronic Mail**

| <b>CreditorName</b>  | <b>Email</b>          |
|--|-----------------------|
| Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD. | Email Address on File |
| Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.                                    | Email Address on File |
| Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.          | Email Address on File |
| ZAIS CLO 11, LIMITED   | Email Address on File |
| ZAIS CLO 6, LIMITED  | Email Address on File |
| ZAIS CLO 7, LIMITED  | Email Address on File |
| ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED               | Email Address on File |

## Exhibit C

Exhibit C  
Master Service List  
Served via First Class Mail

| Description  | CreditorName                                | CreditorNoticeName               | Address1                                | Address2                      | Address3 | City          | State | Zip        | Country |
|--|---|----------------------------------|---|-------------------------------|----------|---------------|-------|------------|---------|
| Attorney General for the State of Alabama                      | Alabama Attorney General                    | Attn Bankruptcy Department       | 501 Washington Ave                      | PO Box 300152                 |          | Montgomery    | AL    | 36104-0152 |         |
| Attorney General for the State of Alaska                       | Alaska Attorney General                     | Attn Bankruptcy Department       | 1031 West 4th Avenue, Suite 200         |                               |          | Anchorage     | AK    | 99501-1994 |         |
| Top 30 Creditor  | Ankura Intermediate Holdings, LP            | Keith Jelinek                    | 485 Lexington Ave                       |                               |          | New York      | NY    | 10017      |         |
| Attorney General for the State of Arizona                      | Arizona Attorney General                    | Attn Bankruptcy Department       | 2005 N Central Ave                      |                               |          | Phoenix       | AZ    | 85004-2926 |         |
| Attorney General for the State of Arizona                      | Arizona Attorney General - CSS              | Attn Bankruptcy Department       | PO Box 6123                             | MD 7611                       |          | Phoenix       | AZ    | 85005-6123 |         |
| Attorney General for the State of Arkansas                     | Arkansas Attorney General                   | Attn Bankruptcy Department       | 323 Center St. Ste 200                  |                               |          | Little Rock   | AR    | 72201-2610 |         |
| Counsel to Brookfield Properties Retail Inc.                   | Brookfield Properties Retail Inc., as Agent | Kristen N. Pate                  | 350 N. Orleans Street, Suite 300        |                               |          | Chicago       | IL    | 60654-1607 |         |
| Attorney General for the State of California                   | California Attorney General                 | Attn Bankruptcy Department       | 1300 I St., Ste. 1740                   |                               |          | Sacramento    | CA    | 95814-2919 |         |
| Attorney General for the State of Colorado                     | Colorado Attorney General                   | Attn Bankruptcy Department       | Ralph L Carr Colorado Judicial Building | 1300 Broadway, 10th Fl        |          | Denver        | CO    | 80203      |         |
| Attorney General for the State of Connecticut                  | Connecticut Attorney General                | Attn Bankruptcy Department       | 165 Capitol Avenue                      |                               |          | Hartford      | CT    | 06106      |         |
| Attorney General for the State of Delaware                     | Delaware Attorney General                   | Attn Bankruptcy Department       | Carvel State Office Bldg.               | 820 N. French St.             |          | Wilmington    | DE    | 19801      |         |
| Attorney General for the State of District of Columbia         | District of Columbia Attorney General       | Attn Bankruptcy Department       | 400 6th Street NW                       |                               |          | Washington    | DC    | 20001      |         |
| Top 30 Creditor  | DJS International Services, Inc.            | Linda Stewart                    | P.O. Box 612785                         |                               |          | DFW Airport   | TX    | 75261      |         |
| Top 30 Creditor  | Echo Global Logistics, Inc.                 | Greg Dugan                       | 22168 Network Place                     |                               |          | Chicago       | IL    | 60673      |         |
| Top 30 Creditor  | Evergreen Shipping Agency (America) Corp    | Rodney Bledsoe                   | 16000 Dallas Pkwy                       |                               |          | Dallas        | TX    | 75248      |         |
| Top 30 Creditor  | FC Brands LLC                               | Matt David                       | 131 W. 35th Street                      | Suite 801                     |          | New York      | NY    | 10001      |         |
| Top 30 Creditor  | Fedex                                       | Chaz Gagne                       | FedEx Corp                              | POB 660481                    |          | Dallas        | TX    | 75266      |         |
| Attorney General for the State of Florida                      | Florida Attorney General                    | Attn Bankruptcy Department       | PL-01 The Capitol                       |                               |          | Tallahassee   | FL    | 32399-1050 |         |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC | Frost Brown Todd LLP                        | Rebecca L. Matthews              | 2101 Cedar Springs Road                 |                               |          | Dallas        | TX    | 75201      |         |
| Attorney General for the State of Georgia                      | Georgia Attorney General                    | Attn Bankruptcy Department       | 40 Capital Square, SW                   |                               |          | Atlanta       | GA    | 30334-1300 |         |
| Attorney General for the State of Hawaii                       | Hawaii Attorney General                     | Attn Bankruptcy Department       | 425 Queen Street                        |                               |          | Honolulu      | HI    | 96813      |         |
| Top 30 Creditor  | Hulken Inc.                                 | Tanya Hamilton                   | 110 N. Brockway St.                     |                               |          | Palatine      | IL    | 60067      |         |
| Attorney General for the State of Idaho                        | Idaho Attorney General                      | Attn Bankruptcy Department       | 700 W. Jefferson Street Suite 210       | PO Box 83720                  |          | Boise         | ID    | 83720-0010 |         |
| Attorney General for the State of Illinois                     | Illinois Attorney General                   | Attn Bankruptcy Department       | James R. Thompson Ctr                   | 100 W. Randolph St.           |          | Chicago       | IL    | 60601      |         |
| Top 30 Creditor  | Impact Tech, Inc.                           | Andrew Carvalho                  | 223 E. De La Guerra                     |                               |          | Santa Barbara | CA    | 93101      |         |
| Attorney General for the State of Indiana                      | Indiana Attorney General                    | Attn Bankruptcy Department       | Indiana Govt Center South               | 302 West Washington St 5th Fl |          | Indianapolis  | IN    | 46204      |         |
| Top 30 Creditor  | Interdesign, Inc.                           | Ilese Okeefe                     | 30725 Solon Industrial Pkwy             |                               |          | Solon         | OH    | 44139      |         |
| Top 30 Creditor  | Intermetro Industries Corporation           | Rob Napkori                      | 651 North Washington St                 |                               |          | Wilkes-Barre  | PA    | 18705      |         |
| IRS  | Internal Revenue Service                    | Centralized Insolvency Operation | PO Box 7346                             |                               |          | Philadelphia  | PA    | 19101-7346 |         |
| Attorney General for the State of Iowa                         | Iowa Attorney General                       | Attn Bankruptcy Department       | Hoover State Office Bldg                | 1305 E. Walnut Street         |          | Des Moines    | IA    | 50319      |         |
| Top 30 Creditor  | Iris USA, Inc.                              | Tanya Rocha                      | 13423 W. Cactus Rd.                     |                               |          | Surprise      | AZ    | 85379      |         |

## Exhibit C

Master Service List  
Served via First Class Mail

| Description  | CreditorName                            | CreditorNoticeName         | Address1                              | Address2                      | Address3       | City           | State | Zip        | Country   |
|--|---|----------------------------|---------------------------------------|-------------------------------|----------------|----------------|-------|------------|-----------|
| Top 30 Creditor  | J&O Plastics Inc                        | Mary Mohler                | 12475 Sheets Road                     |                               |                | Rittman        | OH    | 44270      |           |
| Attorney General for the State of Kansas                             | Kansas Attorney General                 | Attn Bankruptcy Department | 120 SW 10th Ave., 2nd Fl              |                               |                | Topeka         | KS    | 66612-1597 |           |
| Attorney General for the State of Kentucky                           | Kentucky Attorney General               | Attn Bankruptcy Department | 700 Capitol Avenue                    | Capitol Building, Suite 118   |                | Frankfort      | KY    | 40601-3449 |           |
| Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC | Kurtzman   Steady, LLC                  | Jeffrey Kurtzman           | 101 N. Washington, Suite 4A           |                               |                | Margate        | NJ    | 08402      |           |
| Top 30 Creditor  | LC Designs Company Limited              | Kevin Pestell              | Unit 807 8/F Kwong Loong Tai Building | 1016-1018 Tai Nan West Street |                | Kowloon        |       |            | Hong Kong |
| Counsel to Town of Fairview, Tarrant County, and Dallas County       | Linebarger Goggan Blair & Sampson, LLP  | John Kendrick Turner       | 3500 Maple Avenue, Suite 800          |                               |                | Dallas         | TX    | 75219      |           |
| Counsel to Montgomery County   | Linebarger Goggan Blair & Sampson, LLP  | Tara L. Grundemeier        | PO Box 3064                           |                               |                | Houston        | TX    | 77253-3064 |           |
| Attorney General for the State of Louisiana                          | Louisiana Attorney General              | Attn Bankruptcy Department | PO Box Box 94005                      |                               |                | Baton Rouge    | LA    | 70804      |           |
| Attorney General for the State of Maine                              | Maine Attorney General                  | Attn Bankruptcy Department | 6 State House Station                 |                               |                | Augusta        | ME    | 04333      |           |
| Attorney General for the State of Maryland                           | Maryland Attorney General               | Attn Bankruptcy Department | 200 St. Paul Place                    |                               |                | Baltimore      | MD    | 21202-2202 |           |
| Attorney General for the State of Massachusetts                      | Massachusetts Attorney General          | Attn Bankruptcy Department | One Ashburton Place                   | 20th Floor                    |                | Boston         | MA    | 02108-1518 |           |
| Attorney General for the State of Michigan                           | Michigan Attorney General               | Attn Bankruptcy Department | G. Mennen Williams Building           | 525 W. Ottawa St.             | P.O. Box 30212 | Lansing        | MI    | 48909      |           |
| Attorney General for the State of Minnesota                          | Minnesota Attorney General              | Attn Bankruptcy Department | 445 Minnesota St Suite 1400           |                               |                | St Paul        | MN    | 55101-2131 |           |
| Attorney General for the State of Mississippi                        | Mississippi Attorney General            | Attn Bankruptcy Department | Walter Sillers Building               | 550 High St Ste 1200          |                | Jackson        | MS    | 39201      |           |
| Attorney General for the State of Missouri                           | Missouri Attorney General               | Attn Bankruptcy Department | Supreme Court Bldg                    | 207 W. High St.               | P.O. Box 899   | Jefferson City | MO    | 65101      |           |
| Attorney General for the State of Montana                            | Montana Attorney General                | Attn Bankruptcy Department | Justice Bldg                          | 215 N. Sanders 3rd Fl         | PO Box 201401  | Helena         | MT    | 59620-1401 |           |
| Attorney General for the State of Nebraska                           | Nebraska Attorney General               | Attn Bankruptcy Department | 2115 State Capitol                    | P.O. Box 98920                |                | Lincoln        | NE    | 68509      |           |
| Attorney General for the State of Nevada                             | Nevada Attorney General                 | Attn Bankruptcy Department | Old Supreme Ct. Bldg.                 | 100 N. Carson St              |                | Carson City    | NV    | 89701      |           |
| Attorney General for the State of New Hampshire                      | New Hampshire Attorney General          | Attn Bankruptcy Department | 33 Capitol St.                        |                               |                | Concord        | NH    | 03301      |           |
| Attorney General for the State of New Jersey                         | New Jersey Attorney General             | Attn Bankruptcy Department | Richard J. Hughes Justice Complex     | 25 Market St                  | PO Box 080     | Trenton        | NJ    | 08625-0080 |           |
| Attorney General for the State of New Mexico                         | New Mexico Attorney General             | Attn Bankruptcy Department | 408 Galisteo St                       | Villagra Building             |                | Santa Fe       | NM    | 87501      |           |
| Attorney General for the State of New York                           | New York Attorney General               | Attn Bankruptcy Department | Office of the Attorney General        | The Capitol, 2nd Fl.          |                | Albany         | NY    | 12224-0341 |           |
| Top 30 Creditor  | Ningbo Vacane Import & Export Co., LTD. | Amy Zheng                  | No 132, Chezhan West Road             | Huangtang Town, Ninghai       |                | Ningbo         |       | 315600     | China     |
| Attorney General for the State of North Carolina                     | North Carolina Attorney General         | Attn Bankruptcy Department | 9001 Mail Service Center              |                               |                | Raleigh        | NC    | 27699-9001 |           |
| Attorney General for the State of North Dakota                       | North Dakota Attorney General           | Attn Bankruptcy Department | 600 E. Boulevard Ave.                 | Dept 125                      |                | Bismarck       | ND    | 58505-0040 |           |
| Attorney General for the State of Ohio                               | Ohio Attorney General                   | Attn Bankruptcy Department | 50 E. Broad Street 17th Fl            |                               |                | Columbus       | OH    | 43215      |           |

Exhibit C  
Master Service List  
Served via First Class Mail

| Description   | CreditorName                          | CreditorNoticeName  | Address1                               | Address2                 | Address3 | City           | State | Zip        | Country |
|---|---------------------------------------|---|--|--------------------------|----------|----------------|-------|------------|---------|
| Attorney General for the State of Oklahoma                          | Oklahoma Attorney General             | Attn Bankruptcy Department                                | 313 NE 21st St                         |                          |          | Oklahoma City  | OK    | 73105      |         |
| Attorney General for the State of Oregon                            | Oregon Attorney General               | Attn Bankruptcy Department                                | 1162 Court St. NE                      |                          |          | Salem          | OR    | 97301-4096 |         |
| Top 30 Creditor   | OXO International, Ltd.               | Rebecca Simkins   | 601 W 26th St                          | Suite 1050               |          | New York       | NY    | 10001      |         |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | Charles Persons   | 2001 Ross Avenue, Suite 2700           |                          |          | Dallas         | TX    | 75201      |         |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch | 200 Park Avenue                        |                          |          | New York       | NY    | 10166      |         |
| Counsel to the Ad Hoc Group   | Paul Hastings LLP                     | Schlea Thomas   | 600 Travis Street, 58th Floor          |                          |          | Houston        | TX    | 77002      |         |
| Counsel to the Ad Hoc Group of Term Lenders                         | Paul Hastings LLP                     | William Reily   | 71 South Wacker Drive                  |                          |          | Chicago        | IL    | 60606      |         |
| Counsel to the DIP Term Loan Agents                                 | Paul Hastings LLP                     | Alex Cota, Liz Loonam                                     | 200 Park Avenue                        |                          |          | New York       | NY    | 10166      |         |
| Attorney General for the State of Pennsylvania                      | Pennsylvania Attorney General         | Attn Bankruptcy Department                                | 16th Floor, Strawberry Square          |                          |          | Harrisburg     | PA    | 17120      |         |
| Top 30 Creditor   | PMG Worldwide, LLC                    | George Popstefanov  | 2821 W. 7th Street                     | Suite 270                |          | Fort Worth     | TX    | 76107      |         |
| Top 30 Creditor   | Poppin Furniture LLC                  | Allie Diep  | 727 Greentree Rd                       |                          |          | Los Angeles    | CA    | 90272      |         |
| Top 30 Creditor   | Pura Scents, Inc.                     | Addison Harris  | 2100 Pleasant Grove Blvd.              | #600                     |          | Pleasant Grove | UT    | 84062      |         |
| Top 30 Creditor   | R X O Freight Forwarding              | Kenneth Burger  | 27839 Network Place                    |                          |          | Chicago        | IL    | 60673-1278 |         |
| Top 30 Creditor   | Rashon Hayes                          | Edwin Aiwazian, Counsel Representation                    | Lawyers for JUSTICE, PC                | 410 Arden Ave, Suite 203 |          | Glendale       | CA    | 91203      |         |
| Attorney General for the State of Rhode Island                      | Rhode Island Attorney General         | Attn Bankruptcy Department                                | 150 S. Main St.                        |                          |          | Providence     | RI    | 02903      |         |
| Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC      | Riemer & Braunstein LLP               | Donald E. Rothman, Steven E. Fox                          | Times Square Tower, Suite 2506         | Seven Times Square       |          | New York       | NY    | 10036      |         |
| Top 30 Creditor   | Sapient Corporation                   | Jorge Badran  | 40 Water Street                        |                          |          | Boston         | MA    | 02109      |         |
| Top 30 Creditor   | Schwarz Paper Company, LLC            | Michael Gary  | 8338 Austin Ave                        |                          |          | Morton Grove   | IL    | 60053      |         |
| SEC Regional Office   | Securities & Exchange Commission      | Fort Worth Regional Office                                | 801 Cherry Street, Suite 1900, Unit 18 |                          |          | Fort Worth     | TX    | 76102      |         |
| SEC Headquarters  | Securities & Exchange Commission      | Secretary of the Treasury                                 | 100 F St NE                            |                          |          | Washington     | DC    | 20549      |         |
| Counsel to Simon Property Group, Inc. and its Related Entities      | Simon Property Group, Inc.            | Ronald M. Tucker  | 225 West Washington Street             |                          |          | Indianapolis   | IN    | 46204      |         |
| Counsel to the Prepetition ABL Facility Agent and Prepetition Agent | Simpson Thacher & Bartlett LLP        | Ian Kitts, Sandeep Qusba, Zachary J. Weiner               | 425 Lexington Avenue                   |                          |          | New York       | NY    | 10017      |         |
| Attorney General for the State of South Carolina                    | South Carolina Attorney General       | Attn Bankruptcy Department                                | P.O. Box 11549                         |                          |          | Columbia       | SC    | 29211      |         |
| Attorney General for the State of South Dakota                      | South Dakota Attorney General         | Attn Bankruptcy Department                                | 1302 East Highway 14                   | Suite 1                  |          | Pierre         | SD    | 57501-8501 |         |
| Top 30 Creditor   | Steel Technology, LLC dba Hydro Flask | Melissa De Souza Mosela                                   | 561 NW York Dr.                        |                          |          | Bend           | OR    | 97703      |         |
| Top 30 Creditor   | Swift Transportation Services, LLC    | Virginia Henkels  | P.O. Box 643985                        |                          |          | Pittsburgh     | PA    | 15264-3985 |         |
| Attorney General for the State of Tennessee                         | Tennessee Attorney General            | Attn Bankruptcy Department                                | P.O. Box 20207                         |                          |          | Nashville      | TN    | 37202-0207 |         |
| Top 30 Creditor   | TEST-RITE INTL CO., LTD.              | Carol Yu  | 6F, NO.23 Hsin Hu 3rd Road             | Nei Hu District          |          | Taipei         |       | 114        | Taiwan  |
| Texas Attorney General  | Texas Attorney General                | Attn Bankruptcy Department                                | 300 W. 15th St                         |                          |          | Austin         | TX    | 78701      |         |
| Texas Comptroller of Public Accounts                                | Texas Comptroller of Public Accounts  | Attn Bankruptcy Section                                   | Lyndon B Johnson State Office Building | 111 East 17th St         |          | Austin         | TX    | 78774      |         |

Exhibit C  
Master Service List  
Served via First Class Mail

| Description   | CreditorName   | CreditorNoticeName                                 | Address1                      | Address2                          | Address3    | City           | State | Zip        | Country |
|---|--|--|-------------------------------|-----------------------------------|-------------|----------------|-------|------------|---------|
| Texas Comptroller of Public Accounts                                    | Texas Comptroller of Public Accounts                             |  | PO Box 13528, Capitol Station |                                   |             | Austin         | TX    | 78711-3528 |         |
| Top 30 Creditor   | Transcon Shipping Co., Inc.                                      | Eric Barcomb                                       | 525 S Douglas Street #280     |                                   |             | El Segundo     | CA    | 90245      |         |
| SDTX - United States Attorney Office for the Southern District of Texas | US Attorney Office, Southern District of Texas                   | Civil Process Clerk for the U.S. Attorney's Office | 1000 Louisiana                | Suite 2300                        |             | Houston        | TX    | 77002      |         |
| SDTX - Office of the U.S. Trustee for the Southern District of Texas    | US Trustee for the Southern District of Texas (Houston Division) | Ha Nguyen, Vianey Garza                            | 515 Rusk Street               | Suite 3516                        |             | Houston        | TX    | 77002      |         |
| Attorney General for the State of Utah                                  | Utah Attorney General  | Attn Bankruptcy Department                         | Utah State Capitol Complex    | 350 North State Street, Suite 230 |             | Salt Lake City | UT    | 84114-2320 |         |
| Attorney General for the State of Vermont                               | Vermont Attorney General   | Attn Bankruptcy Department                         | 109 State St.                 |                                   |             | Montpelier     | VT    | 05609-1001 |         |
| Attorney General for the State of Virginia                              | Virginia Attorney General  | Attn Bankruptcy Department                         | 202 North Ninth St            |                                   |             | Richmond       | VA    | 23219      |         |
| Attorney General for the State of Washington                            | Washington Attorney General                                      | Attn Bankruptcy Department                         | 1125 Washington St SE         | PO Box 40100                      |             | Olympia        | WA    | 98504-0100 |         |
| Attorney General for the State of West Virginia                         | West Virginia Attorney General                                   | Attn Bankruptcy Department                         | State Capitol Bldg 1 Rm E-26  | 1900 Kanawha Blvd., East          |             | Charleston     | WV    | 25305      |         |
| Top 30 Creditor   | Whitmor, Inc.  | Jerri Perrault                                     | P.O. Box 1000/Dept. 109       |                                   |             | Memphis        | TN    | 38148      |         |
| Attorney General for the State of Wisconsin                             | Wisconsin Attorney General                                       | Attn Bankruptcy Department                         | Wisconsin Dept. of Justice    | 114 East, State Capitol           | PO Box 7857 | Madison        | WI    | 53707-7857 |         |
| Top 30 Creditor   | Wurth Baer Supply Company  | Candy Debartolo                                    | 909 Forest Edge Dr            |                                   |             | Vernon Hills   | IL    | 60061      |         |
| Attorney General for the State of Wyoming                               | Wyoming Attorney General   | Attn Bankruptcy Department                         | 109 State Capitol             |                                   |             | Cheyenne       | WY    | 82002      |         |
| Top 30 Creditor   | XPO Logistics, LLC   | Kenneth Burger                                     | XPO Logistics - Brokerage     | 27724 Network Place               |             | Chicago        | IL    | 60673      |         |
| Top 30 Creditor   | York (Asia) Limited  | Ivy Peng   | 5/F Guanghua Group Building   | Terra 8th Road, Futian            |             | Shenzhen       |       | 518040     | China   |

## **Exhibit D**

## Exhibit D

**Securities Service List  
Served via Electronic Mail**

| <b>CreditorName</b>                  | <b>Email</b>                               |
|--------------------------------------|--|
| ABN AMRO Clearing                    | caryn.dombrowski@us.abnamroclearing.com    |
| AEIS                                 | penny.l.zalesky@ampf.com                   |
| Altruist Financial LLC               | corporateactions@altruist.com              |
| Apex Clearing                        | mandatoryteam@ridgeclearing.com            |
| Apex Clearing                        | voluntaryteam@ridgeclearing.com            |
| Baird Robert W & Co Incorporated     | reorg@rwbaird.com                          |
| Bank of America                      | bascorporatactions@bofasecurities.com      |
| Bank of America                      | cpactionslitigation@bofa.com               |
| Bank of America                      | earl.weeks@bofa.com                        |
| Barclays                             | nyvoluntary@barclays.com                   |
| Barclays Bank PLC                    | anthony.sciaraffo@barclays.com             |
| BBS/CDS                              | info@bbssecurities.com                     |
| Bloomberg                            | release@bloomberg.net                      |
| BMO Nesbitt Burns Inc                | operationscontrol@bmo.com                  |
| BMO Nesbitt Burns Inc.               | wmpoclass.actions@bmo.com                  |
| BNP Paribas                          | as.event.set.up.dtc@us.bnpparibas.com      |
| BNP Paribas                          | gc_us_corporate_actions@us.bnpparibas.com  |
| BNP Paribas                          | pb.vol.corp.actions.dtc@us.bnpparibas.com  |
| BNP Paribas NY Branch                | pb.mand.corp.actions.dtc@us.bnpparibas.com |
| BNP Paribas NY Branch BNP PAR        | us.pb.proxy@us.bnpparibas.com              |
| BNY Mellon                           | theresa.stanton@bnymellon.com              |
| BNYMellon/ RE Winterflood Securities | mitchel.sobel@bnymellon.com                |
| Broadridge                           | bbdcorporateactionops@broadridge.com       |
| Brown Brothers Harriman & Co         | bbh.ca.response.team@bbh.com               |
| Brown Brothers Harriman & Co         | ca.voluntary@bbh.com                       |
| Brown Brothers Harriman & Co         | nj.mandatory.inbox@bbh.com                 |
| Canaccord Capital Corporation        | ben.thiessen@canaccord.com                 |
| CDS Clearing and Depository Services | mkrnjajic@cds.ca                           |
| Cetera Investment Services LLC       | dawn.malard@ceterafi.com                   |
| Charles Schwab & Co Inc              | benjamin.gibson@schwab.com                 |
| Charles Schwab & Co Inc              | phxmcb@schwab.com                          |
| Charles Schwab & Co Inc              | schwabvoluntaryreorg@schwab.com            |
| Charles Schwab & Co Inc              | voluntarysetup@schwab.com                  |
| CIBC World Markets Corp              | robert.putnam@us.cibc.com                  |
| CIBC World Markets Inc               | mailbox.caeventscibc@cibc.ca               |
| Citibank NA                          | akshay.buxani@citi.com                     |
| Citibank NA                          | gts.caec.tpa@citi.com                      |
| Citibank NA                          | sandra.hernandez@citi.com                  |
| Citigroup Global Markets Inc         | alex.james.swiderski@citi.com              |
| Citigroup Global Markets Inc         | nicholas.szmigel@citi.com                  |
| Citigroup Global Markets Inc         | primeasnam@citi.com                        |
| Clearstream International SA         | ca_general.events@clearstream.com          |
| Clearstream International SA         | ca_luxembourg@clearstream.com              |
| Clearstream International SA         | ca_mandatory.events@clearstream.com        |
| Credential Securities                | reorg@aviso.ca                             |
| Credential Securities                | reorg@credential.com                       |
| Credit Agricole Secs USA Inc.        | csicorpactions@ca-cib.com                  |
| Credit Suisse Securities (USA) LLC   | asset.servnotification@credit-suisse.com   |
| Credit Suisse Securities (USA) LLC   | list.nyevtintgrp@credit-suisse.com         |
| D A Davidson & Co                    | rlinskey@dadco.com                         |
| Desjardins Securities Inc            | veronique.lemieux@vmd.desjardins.com       |



**Securities Service List  
 Served via Electronic Mail**

| <b>CreditorName</b>                       | <b>Email</b>   |
|---|--|
| Deutsche Bank AG NY/US Custody            | john.binder@db.com                                   |
| Deutsche Bank Securities Inc              | jaxca.notifications@db.com                           |
| Edward D Jones & Co                       | kennique.meals@edwardjones.com                       |
| Euroclear Bank S.A./N.V.                  | ca.omk@euroclear.com                                 |
| Euroclear Bank S.A./N.V.                  | eb.ca@euroclear.com                                  |
| Financial Industry Regulatory Authority   | otc.bankruptcies@finra.org                           |
| Financial Information Inc.                | reorgnotificationlist@fiinet.com                     |
| Folio FN Investments Inc                  | proxyservices@foliofn.com                            |
| Foliofn Investments                       | wade.lynch@gs.com                                    |
| FUTU Clearing                             | corporateactions@futuclearing.com                    |
| Goldman Sachs & Co                        | gs-as-ny-proxy@ny.email.gs.com                       |
| Goldman Sachs & Co                        | gs-as-ny-reorg@ny.email.gs.com                       |
| Goldman Sachs & Co                        | newyorkannchub@gs.com                                |
| Goldman Sachs & Co                        | newyorkreorg@ny.email.gs.com                         |
| Goldman Sachs International               | newyorkreorg@ny.email.gs.com                         |
| Hilltop Securities                        | brenda.west@hilltopsecurities.com                    |
| Hilltop Securities                        | virginia.allwardt@hilltopsecurities.com              |
| HSBC Bank USA, NA                         | custodyus@us.hsbc.com                                |
| HSBC Securities & Markets                 | jay.x.spitzer@us.hsbc.com                            |
| HSBC Securities & Markets                 | john.hickey@us.hsbc.com                              |
| HSBC Securities & Markets                 | samantha.wang@us.hsbc.com                            |
| HSBC Securities USA Inc                   | argentina.m.frias@us.hsbc.com                        |
| Huntington National Bank                  | debra.bailey@huntington.com                          |
| Interactive Broker Retail Equity Clearing | kmccarthy@interactivebrokers.com                     |
| Interactive Brokers                       | proxy@ibkr.com                                       |
| J P Morgan Clearing Corp                  | desiree.avinger-bradley@jpmchase.com                 |
| Jefferies                                 | corporate_actions_reorg@jefferies.com                |
| Jefferies                                 | mhardiman@jefferies.com                              |
| JMS LLC                                   | reorgcontacts@janney.com                             |
| JPMorgan Chase Bank                       | ibdvr.materials@jpmchase.com                         |
| JPMorgan Chase Bank                       | jpmorganinformation.services@jpmchase.com            |
| JPMorgan Chase Bank                       | pb.announcement.capture@jpmchase.com                 |
| JPMorgan Chase Bank NA                    | jpm_dallas_voluntary_reorg@jpmchase.com              |
| JPMorgan Chase Bank/ JP Morgan Loan       | usso.proxy.team@jpmchase.com                         |
| JPMorgan Chase Bank/Euroclear             | jpm.brooklyn.voluntary.coacs@jpmorgan.com            |
| JPMorgan Clearing                         | christine.fahey@jpmorgan.com                         |
| JPMorgan Clearing                         | ib_domestic_voluntary_corporate_actions@jpmorgan.com |
| JPMorgan Clearing                         | ibdvr.materials@jpmorgan.com                         |
| JPMorgan Clearing                         | nimeh.barakat@jpmorgan.com                           |
| LPL Financial Corporation                 | christine.stawinsky@lpl.com                          |
| LPL Financial Corporation                 | corporateaction.mailbox@lplfinancial.com             |
| LPL Financial Corporation                 | jennifer.michalek@lplfinancial.com                   |
| Marsco Investment Corporation             | mkadison@marsco.com                                  |
| Mediant Communications                    | corporateactions@betanxt.com                         |
| Mediant Communications                    | maya.hamdan@betanxt.com                              |
| Mediant Communications                    | michele.kass@betanxt.com                             |
| Mediant Communications                    | noel.seguin@betanxt.com                              |
| Mitsubishi UFJ Trust & Banking Corp       | corporateactions-dl@us.tr.mufg.jp                    |
| Morgan Stanley & Co Inc                   | anthony.halat@morganstanley.com                      |
| Morgan Stanley & Co Inc                   | anthony.hoe@morganstanley.com                        |
| Morgan Stanley & Co Inc                   | carol.sorhaindo-charlemagne@morganstanley.com        |

## Exhibit D

**Securities Service List  
Served via Electronic Mail**

| <b>CreditorName</b>                 | <b>Email</b>                           |
|-------------------------------------|--|
| Morgan Stanley & Co Inc             | cavsdom@morganstanley.com              |
| Morgan Stanley & Co Inc             | david.lai@morganstanley.com            |
| Morgan Stanley & Co Inc             | dealsetup@morganstanley.com            |
| Morgan Stanley & Co Inc             | im-classact@morganstanley.com          |
| Morgan Stanley & Co Inc             | jodancy.mackensy@morganstanley.com     |
| Morgan Stanley & Co Inc             | john.dimartinis@morganstanley.com      |
| Morgan Stanley & Co Inc             | john.falco@morganstanley.com           |
| Morgan Stanley & Co Inc             | proxy.balt@morganstanley.com           |
| Morgan Stanley & Co Inc             | raquel.del.monte@morganstanley.com     |
| Morgan Stanley & Co Inc             | usproxies@morganstanley.com            |
| Morgan Stanley Smith Barney         | john.rogan@morganstanley.com           |
| Morgan Stanley Smith Barney         | voluntary.processing@morganstanley.com |
| National Financial Services         | reorganization@fmr.com                 |
| NBCN Inc                            | anna.medeiros@nbcn.ca                  |
| NFS LLC                             | reorgvoluntariesdept@fmr.com           |
| Northern Trust Company              | cs_notifications@ntrs.com              |
| Northern Trust Company              | mec15@ntrs.com                         |
| Oppenheimer & Co Inc                | reorg@opco.com                         |
| Pershing LLC Securities Corporation | pershingproxy@bny.com                  |
| Pershing LLC Securities Corporation | sreifer@pershing.com                   |
| Pershing LLC Securities Corporation | voluntaryprocessing@pershing.com       |
| Phillip Capital Inc.                | securitieslending@phillipcapital.com   |
| PNC Bank NA                         | caspr@pnc.com                          |
| Questrade Inc                       | kmcquaid@questrade.com                 |
| Raymond James & Associates Inc      | corporateactions@raymondjames.com      |
| Raymond James & Associates Inc      | tracey.goodwin@raymondjames.com        |
| RBC Capital Markets Corporation     | mn_reorg_liaison@rbc.com               |
| RBC Capital Markets Corporation     | rbcwmreorganization@rbc.com            |
| RBC Capital Markets Corporation     | steve.schafer@rbc.com                  |
| RBC Dominion Securities Inc         | deborah.nicholas@rbc.com               |
| Robinhood Securities LLC            | jennifer.ditzel@robinhood.com          |
| Robinhood Securities LLC            | proxy@saytechnologies.com              |
| Royal Bank of Canada                | donald.garcia@rbc.com                  |
| SAFRA SECURITIES LLC                | paul.botta@safra.com                   |
| Scotia Bank                         | iss.reorg@scotiabank.com               |
| SEI PV/GWP                          | jhess@seic.com                         |
| SEI PV/GWP                          | platformca@seic.com                    |
| SEI PV/GWP                          | sptccorporateactions@seic.com          |
| SIS SegalInterSettle AG             | ca.notices@six-securities-services.com |
| Southwest Securities                | proxy@swst.com                         |
| Southwest Securities                | vallwardt@swst.com                     |
| SSB IBT BGI                         | testremera@ibtco.com                   |
| State Street Bank and Trust Co      | rjray@statestreet.com                  |
| State Street Bank and Trust Co      | uscaresearch@statestreet.com           |
| Stifel Nicolaus & Co Inc            | snipesm@stifel.com                     |
| Stockcross Financial Services, Inc  | eleanor.pimentel@stockcross.com        |
| StoneX Financial Inc.               | dg-clre-org_tenders@stonex.com         |
| StoneX Financial Inc.               | kenneth.simpson@intlfcstone.com        |
| TD Waterhouse Canada Inc            | tdnotice@td.com                        |
| The Bank of New York Mellon         | justin.whitehouse@bnymellon.com        |
| The Bank of New York Mellon         | pgheventcreation@bnymellon.com         |

## Exhibit D

**Securities Service List  
Served via Electronic Mail**

| <b>CreditorName</b>                   | <b>Email</b>                                |
|---------------------------------------|---|
| The Canadian Depository               | sies-cainfo@cds.ca                          |
| The Depository Trust Co               | consentannouncements@dtcc.com               |
| The Depository Trust Co               | cscotto@dtcc.com                            |
| The Depository Trust Co               | david.boggs@markit.com                      |
| The Depository Trust Co               | joseph.pozolante@markit.com                 |
| The Depository Trust Co               | kevin.jefferson@markit.com                  |
| The Depository Trust Co               | legalandtaxnotices@dtcc.com                 |
| The Depository Trust Co               | lensnotices@dtcc.com                        |
| The Depository Trust Co               | mandatoryreorgannouncements@dtcc.com        |
| The Depository Trust Co               | mk-corporateactionsannouncements@markit.com |
| The Depository Trust Co               | voluntaryreorgannouncements@dtcc.com        |
| TradeStation Group Inc                | ccanning@tradestation.com                   |
| UBS AG Stamford Branch/as Custodian   | michael.marciano@ubs.com                    |
| UBS Financial Services LLC            | imelda.pabon@ubs.com                        |
| UBS Securities LLC                    | kimberly.breese@ubs.com                     |
| UBS Securities LLC                    | ol-eventmanagement@ubs.com                  |
| UBS Securities LLC                    | ol-stamfordcorpactions@ubs.com              |
| UBS Securities LLC                    | ol-wma-ca-proxy@ubs.com                     |
| UBS Securities LLC                    | ol-wma-vol-caip@ubs.com                     |
| UBS Securities LLC                    | ol-wma-volcorpactions@ubs.com               |
| UBS Securities LLC                    | sh-vol-caip-na@ubs.com                      |
| UBS Securities LLC                    | sh-wma-caproxyclassactions@ubs.com          |
| UBS Securities LLC/Securities Lending | gregory.contaldi@ubs.com                    |
| US Bancorp Investments Inc            | cherice.tveit@usbank.com                    |
| US Bank NA                            | andy.becker@usbank.com                      |
| US Bank NA                            | trustcorporateactions@usbank.com            |
| Vanguard Marketing Corporation        | vbs_corporate_actions@vanguard.com          |
| Velocity Clearing LLC                 | corporateactions@velocityclearingllc.com    |
| Vision Financial Markets              | reorgs@visionfinancialmarkets.com           |
| Vision Financial Markets LLC          | amartinez@visionfinancialmarkets.com        |
| WealthSimple Investments Inc.         | helen.hsia@shareowner.com                   |
| Wedbush Securities Inc                | alan.ferreira@wedbush.com                   |
| Wells Fargo Advisors                  | corpactionsvoluntary.ops@firstclearing.com  |
| Wells Fargo Advisors                  | prospectusservicing1@firstclearing.com      |
| Wells Fargo Securities                | corporate.actiongroup@wellsfargo.com        |

## **Exhibit E**

**Nominee Agent Service List  
Served via Overnight Mail**

| <b>CreditorName</b>    | <b>CreditorNoticeName</b> | <b>Address1</b> | <b>City</b> | <b>State</b> | <b>Zip</b> |
|------------------------|---------------------------|-----------------|-------------|--------------|------------|
| Broadridge             | Reorganization Department | 51 Mercedes Way | Edgewood    | NY           | 11717      |
| Mediant Communications | Stephany Hernandez        | 100 Demarest Dr | Wayne       | NJ           | 07470      |

## **Exhibit F**

## Exhibit F

Nominees Service List  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName               | Address1                            | Address2                    | Address3               | City          | State | Zip        | Country        |
|---|----------------------------------|-------------------------------------|-----------------------------|------------------------|---------------|-------|------------|----------------|
| ABN AMRO Clearing                         | Caryn Dombrowski                 | 175 W Jackson Blvd                  | Ste 2050                    |                        | Chicago       | IL    | 60604-2606 |                |
| AEIS                                      | Penny Zalesky                    | 2178 Ameriprise Financial Center    | Routing S6/2178             |                        | Minneapolis   | MN    | 55474      |                |
| Alpaca Securities LLC                     | Reorg Department                 | 42881 Lake Babcock Dr.              | Suite 200                   |                        | Babcock Ranch | FL    | 33982      |                |
| Altruist Financial LLC                    | Altruist Financial LLC           | 3030 S. La Cienega                  |                             |                        | Culver City   | CA    | 90232      |                |
| Apex Clearing                             | Mandatory & Voluntary Reorg Team | 2 Journal Square Plaza              | 5th Fl                      |                        | Jersey City   | NJ    | 07306-0000 |                |
| Baird Robert W & Co Incorporated          | Actions Corporate                | 777 E Wisconsin Ave                 |                             |                        | Milwaukee     | WI    | 53202      |                |
| Bank of America Merrill Lynch             | Earl V. Weeks                    | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East   |                        | Jacksonville  | FL    | 32246      |                |
| Barclays Bank PLC                         | Anthony Sciaraffo                | 1301 Sixth Avenue                   |                             |                        | New York      | NY    | 10019      |                |
| BBS/CDS                                   | Proxy/Reorg Dept                 | 4100 Yonge St                       | Ste 507                     |                        | Toronto       | ON    | M2P 2B5    | Canada         |
| BMO Nesbitt Burns Inc                     | Louise Torangeau                 | 1 First Canadian Place 13th Fl      | PO Box 150                  |                        | Toronto       | ON    | M5X 1H3    | Canada         |
| BNP Paribas NY Branch                     | Richard Wenskoski                | 735 Chesterbrook Blvd.              |                             |                        | Wayne         | PA    | 19087      |                |
| BNP Paribas NY Branch BNP PAR             | Asset Services                   | 525 Washington Blvd                 | 7th Floor                   |                        | Jersey City   | NJ    | 07310      |                |
| BNY Mellon                                | Enis Suljic                      | One BNY Mellon Center               | 500 Grant Street            |                        | Pittsburgh    | PA    | 15281-0001 |                |
| BNYMellon/ RE Winterflood Securities      | Mitchel Sobel                    | 401 South Salina Street             | 2nd Floor                   |                        | Syracuse      | NY    | 13202      |                |
| BOFA Securities Inc                       | Earl V. Weeks                    | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East   |                        | Jacksonville  | FL    | 32246      |                |
| BOFA Securities Inc.                      | Earl V. Weeks                    | C/O Merrill Lynch Corporate Actions | 4804 Deer Lake Drive East   |                        | Jacksonville  | FL    | 32246      |                |
| Brown Brothers Harriman & Co              | Shelby Donovan                   | 140 Broadway                        |                             |                        | New York      | NY    | 10005      |                |
| Canaccord Capital Corporation             | Ben Thiessen                     | 2200-609 Granville St               |                             |                        | Vancouver     | BC    | V7Y 1H2    | Canada         |
| CDS Clearing and Depository Services      | Maja Krnjajic                    | 100 Adelaide Street West            | Attention: MAJA KRNJAJIC    |                        | Toronto       | ON    | M5H 1S3    | Canada         |
| Cetera Investment Services LLC            | Dawn Mallard                     | 400 First Street South              | Ste 300                     |                        | St Cloud      | MN    | 56301      |                |
| Charles Schwab & Co Inc                   | Benjamin Gibson                  | 2423 E Lincoln Dr                   | Corp Actions Dept 01-1B572  |                        | Phoenix       | AZ    | 85016      |                |
| CIBC World Markets Corp                   | Robert J Putnam                  | 425 Lexington Ave                   | 5th Fl                      |                        | New York      | NY    | 10017      |                |
| CIBC World Markets Inc                    | Roderick Roopsingh               | 22 Front St West                    |                             |                        | Toronto       | ON    | M5J 2W5    | Canada         |
| Citibank NA                               | Sandra Hernandez                 | 3800 Citibank Center B3 12          |                             |                        | Tampa         | FL    | 33610      |                |
| Citigroup Global Markets Inc              | Charles Fernandes                | 388 Greenwich Street                | 11th Floor                  |                        | New York      | NY    | 10013      |                |
| Credential Securities                     | Reorg Department                 | 1111 Georgia St W                   | Suite 800                   |                        | Vancouver     | BC    | V6E 4T6    | Canada         |
| CREST International Nominees Limited      | Nathan Ashworth                  | 33 Cannon St                        |                             |                        | London        |       | EC4M 5SB   | United Kingdom |
| D A Davidson & Co                         | Rita Linskey                     | 8 Third Street North                |                             |                        | Great Falls   | MT    | 59401      |                |
| Desjardins Securities Inc                 | Veronique Lemieux                | 1060 University Street              | Suite 101                   |                        | Montreal      | PQ    | H5B 5L7    | Canada         |
| Deutsche Bank AG NY/US Custody            | John Binder                      | Harborside Financial Center         | 100 Plaza One, 2nd Floor    | Corporate Actions Dept | Jersey City   | NJ    | 07311-3988 |                |
| Drivewealth LLC                           | Drivewealth LLC                  | 15 Exchange Place                   |                             |                        | Jersey City   | NJ    | 07302      |                |
| Edward D Jones & Co                       | Kennique Meals                   | 12555 Manchester Rd                 | Corp Actions Dept           |                        | St Louis      | MO    | 63131      |                |
| ETC Brokerage Services                    | ETC Brokerage Services           | 1 Equity Way                        |                             |                        | Westlake      | OH    | 44145      |                |
| Folio FN Investments Inc                  | Ashley Theobald                  | 8180 Greensboro Dr                  | 8th Fl                      |                        | McLean        | VA    | 22102      |                |
| FUTU Clearing                             | Colette Rex                      | 12750 Merit Dr                      | Ste 475                     |                        | Dallas        | TX    | 75251      |                |
| Goldman Sachs & Co                        | Reorg Dept                       | 30 Hudson St                        |                             |                        | Jersey City   | NJ    | 07302-4699 |                |
| Goldman Sachs International               | Reorg Dept                       | 30 Hudson St                        |                             |                        | Jersey City   | NJ    | 07302-4699 |                |
| Hilltop Securities                        | Virginia Allwardt                | 1201 Elm St                         | Ste 3700                    |                        | Dallas        | TX    | 75270      |                |
| HSBC Bank USA, NA                         | Joseph Telewiak                  | 545 Washington Blvd                 |                             |                        | Jersey City   | NJ    | 07310      |                |
| HSBC Securities USA Inc                   | Argentina M. Frias               | 452 5th Ave                         |                             |                        | New York      | NY    | 10018      |                |
| Huntington National Bank                  | Debra Bailey                     | Easton Oval                         | EA4E69                      |                        | Columbus      | OH    | 43219      |                |
| Interactive Broker Retail Equity Clearing | Karin McCarthy                   | 2 Pickwick Plz                      | 2nd Fl                      |                        | Greenwich     | CT    | 06830      |                |
| J P Morgan Clearing Corp                  | Desiree Avinger-Bradley          | 4 Chase Metrotech Center            | 3rd Floor                   |                        | Brooklyn      | NY    | 11245      |                |
| JMS LLC                                   | Milka Cerda                      | 1717 Arch St                        | Dividend/Reorg Dept 16th Fl |                        | Philadelphia  | PA    | 19103      |                |
| JPMorgan Chase Bank NA                    | Reorg Dept                       | 14201 Dallas Parkway                |                             |                        | Dallas        | TX    | 75254      |                |
| JPMorgan Chase Bank/ JP Morgan Loan       | Proxy                            | 4 Chase Metrotech Center            |                             |                        | Brooklyn      | NY    | 11245      |                |
| JPMorgan Chase Bank/Euroclear             | Processing_Instructions Team     | 500 Stanton Christiana Road         | OPS 4                       | Floor 2                | Newark        | DE    | 19713-2107 |                |
| LPL Financial Corporation                 | Christine Stawinsky              | Corporate Actions                   | 1055 LPL Financial Way      |                        | Fort Mill     | SC    | 29715      |                |
| M1 Finance LLC                            | M1 Finance LLC                   | 200 N La Salle St                   | Suite 800                   |                        | Chicago       | IL    | 60601      |                |
| Marsco Investment Corporation             | Karen Jacobsen                   | 101 Eisenhower Pkwy                 |                             |                        | Roseland      | NJ    | 07068-0000 |                |
| Merrill Lynch, Pierce, Fenner & Smith     | Earl Weeks                       | 4804 Deerlake Dr. East              |                             |                        | Jacksonville  | FL    | 32246      |                |
| Morgan Stanley & Co Inc                   | Anthony Hoe                      | One New York Plaza                  | 6th Fl                      |                        | New York      | NY    | 10004      |                |
| Morgan Stanley Smith Barney               | John Rogan                       | Corporate Actions Dept              | One New York Plaza          |                        | New York      | NY    | 10004      |                |

## Exhibit F

Nominees Service List  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName            | Address1                          | Address2                    | Address3     | City           | State | Zip        | Country |
|---------------------------------------|-------------------------------|-----------------------------------|-----------------------------|--------------|----------------|-------|------------|---------|
| National Financial Services           | Lou Trezza                    | 200 Liberty St                    |                             |              | New York       | NY    | 10281      |         |
| NBCN Inc                              | Anna Medeiros                 | 1010 de la Gauchetiere            |                             |              | Montreal       | BC    | H3B 5J2    | Canada  |
| Northern Trust Co                     | Stella Castaneda              | 801 S Canal St                    | Attn Capital Structures C1N |              | Chicago        | IL    | 60607      |         |
| Oppenheimer & Co Inc                  | Oscar Mazario                 | 125 Broad St                      | 15th Fl                     |              | New York       | NY    | 10004      |         |
| Pershing LLC Securities Corporation   | Scott Reifer                  | 1 Pershing Plaza                  |                             |              | Jersey City    | NJ    | 07399-0000 |         |
| Phillip Capital Inc.                  | Bill Webber                   | 141 W Jackson Blvd                | Ste 1531A                   |              | Chicago        | IL    | 60604-3121 |         |
| Questrade Inc                         | Questrade Inc                 | 5700 Yonge St                     |                             |              | North York     | ON    | M2M 44K2   | Canada  |
| Raymond James & Associates Inc        | Tracey Goodwin                | 880 Carillion Pkwy                |                             |              | St Petersburg  | FL    | 33733      |         |
| RBC Capital Markets Corporation       | Steve Schafer Jr              | 60 South Sixth St                 | 9th Fl                      |              | Minneapolis    | MN    | 55402-4400 |         |
| RBC Dominion Securities Inc           | Shareholder Services          | 180 Wellington Street West        | 9th Floor                   |              | Toronto        | ON    | M5J 0C2    | Canada  |
| Robinhood Securities LLC              | Dawn Pagliaro                 | 500 Colonial Center Parkway, #100 |                             |              | Lake Mary      | FL    | 32746      |         |
| RQD Clearing LLC                      | Proxy Department              | 1 World Trade Center              | #47m                        |              | New York       | NY    | 10007      |         |
| SAFRA SECURITIES LLC                  | Noah Ramos                    | 545 5th Avenue                    |                             |              | New York       | NY    | 10036      |         |
| Scotia Capital Inc                    | Normita Ramirez               | 40 King St West                   | 23rd Fl                     |              | Toronto        | ON    | M5H 1H1    | Canada  |
| SEI PV/GWP                            | Jeff Hess                     | One Freedom Valley Drive          |                             |              | Oaks           | PA    | 19456      |         |
| SG AMERICA                            | Charles Hughes                | 480 Washington Blvd               |                             |              | Jersey City    | NJ    | 07310      |         |
| SSB IBT BGI                           | Trina Estremera               | Corp Actions JAB5E                | 1776 Heritage Dr            |              | North Quincy   | MA    | 02171-0000 |         |
| State Street Bank and Trust Co        | Corporate Action              | Corp Actions JAB5E                | 1776 Heritage Dr            |              | North Quincy   | MA    | 02171-0000 |         |
| Stifel Nicolaus & Co Inc              | Michelle Snipes               | 501 N Broadway                    | 7th Fl                      |              | St. Louis      | MO    | 63102      |         |
| Stockcross Financial Services, Inc    | Eleanor Pimentel              | 77 Summer St                      | 3rd Fl                      |              | Boston         | MA    | 02210-0000 |         |
| StoneX Financial Inc.                 | Ken Simpson                   | Two Perimeter Park S              | Ste 100W                    |              | Birmingham     | AL    | 35243      |         |
| TD Waterhouse Canada Inc              | Beverly Adams                 | 60 North Windplace                |                             |              | Scarborough    | ON    | M1S 3A7    | Canada  |
| TradeStation Group Inc                | Cindy Canning                 | 8050 SW 10th St                   | Ste 2000                    |              | Plantation     | FL    | 33324      |         |
| UBS AG Stamford Branch/as Custodian   | Michael Marciano              | 480 Washington Blvd               |                             |              | Jersey City    | NJ    | 07310-0000 |         |
| UBS Financial Services LLC            | Imelda Pabon                  | 1000 Harbor Blvd                  |                             |              | Weehawken      | NJ    | 07086-0000 |         |
| UBS Securities LLC/Securities Lending | Gregory Contaldi              | 480 Washington Blvd               |                             |              | Jersey City    | NJ    | 07310-0000 |         |
| US Bancorp Investments Inc            | Cherice Tveit                 | 60 Livingston Ave                 | EP MN WN1B                  |              | St Paul        | MN    | 55107-1419 |         |
| US Bank NA                            | Andy Becker                   | 1555 N Rivercenter Dr Ste 302     | Attn Securities Control     |              | Milwaukee      | WI    | 53212      |         |
| Vanguard Marketing Corporation        | Corporate Actions             | 455 Devon Park Dr                 | Attn Corporate Actions      | Mailstop 924 | Wayne          | PA    | 19087-1815 |         |
| Velocity Clearing LLC                 | Paul Fioribello               | 1301 Route 36                     | Suite 109                   |              | Hazlet         | NJ    | 07730      |         |
| Vision Financial Markets LLC          | Anna Martinez                 | 120 Long Ride Road 3              |                             |              | North Stamford | CT    | 06902      |         |
| WealthSimple Investments Inc.         | WealthSimple Investments Inc. | 80 Spadina Avenue                 | 4th Floor                   |              | Toronto        | ON    | M5V 2J4    | Canada  |
| Wedbush Morgan Securities Inc         | Alan Ferreira                 | PO Box 30014                      |                             |              | Los Angeles    | CA    | 90030      |         |
| Wedbush Securities Inc                | Alan Ferreira                 | 1000 Wilshire Blvd                | Ste 850                     |              | Los Angeles    | CA    | 90017      |         |
| Wells Fargo Advisors                  | ATTN: Proxy Department        | One North Jefferson Avenue        |                             |              | St Louis       | MO    | 63103      |         |
| Wells Fargo Bank NAsig                | Robert Matera                 | 1525 West WT Harris Blvd          |                             |              | Charlotte      | NC    | 28262      |         |



## **Exhibit G**

## Exhibit G

## Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

Served via First Class Mail

| CreditorName                                  | CreditorNoticeName                       | Address1                                | Address2                        | Address3 | City             | State | Zip        | Country |
|---|--|---|---------------------------------|----------|------------------|-------|------------|---------|
| 1331 Maryland                                 |  | 1331 Maryland Ave SW                    |                                 |          | Washington       | DC    | 20024      |         |
| 1-800-GOT-Junk Framingham, MA                 |  | 77 South St. #C2                        |                                 |          | Hopkinton        | MA    | 01748      |         |
| 1-800-GOT-JUNK Oceanside                      |  | PO BOX 5323                             |                                 |          | Oceanside        | CA    | 92052      |         |
| 1-800-GOT-JUNK? - New Jersey North East       |  | 53 Morrison Road                        |                                 |          | Springfield      | NJ    | 07081      |         |
| 1-800-GOT-JUNK? Commercial Services USA, LLC  |  | FILE 2429                               | 1801 W. OLYMPIC BLVD            |          | PASADENA         | CA    | 91199      |         |
| 1-800-GOT-JUNK? Commercial Services USA, LLC  |  | 310 Walton Ave                          | 2nd Floor                       |          | Bronx            | NY    | 10451      |         |
| 1-800-GOT-JUNK? Commercial Services USA, LLC  |  | Department 3419                         | PO Box 123419                   |          | Dallas           | TX    | 75312-3419 |         |
| 1-800-GOT-JUNK? RG Silicon Valley LLC dba     |  | 655 Du Bois St Ste F                    |                                 |          | San Rafael       | CA    | 94901      |         |
| 1-800-Got-Junk? San Rafael                    |  | 655 Du Bois St Ste F                    |                                 |          | San Rafael       | CA    | 94901      |         |
| 1-800-GOT-JUNK? Think Big New York, Inc. dba  |  | 3110 Hunters Point Avenue               |                                 |          | Long Island City | NY    | 11101      |         |
| 203 Brands, Inc.                              |  | 129 Glover Avenue                       |                                 |          | Norwalk          | CT    | 06850      |         |
| 2130 Exeter Road Holdings, LLC                | Blake Berg                               | c/o Wicker Park Capital Management, LLC | 7 E. Congress St., Suite 900A   |          | Savannah         | GA    | 31401      |         |
| 2130 Exeter, LLC                              |  | 4 Embarcadero Center Suite 3300         |                                 |          | San Francisco    | CA    | 94111      |         |
| 23rd Group LLC                                |  | 4944 Parkway Plaza Blvd                 | Suite 400                       |          | Charlotte        | NC    | 28217      |         |
| 27 Virtual Consulting, LLC                    |  | 3902 Henderson Blvd #208-349            |                                 |          | Tampa            | FL    | 33629      |         |
| 3 SPROUTS                                     |  | 215- 385 Silver Star Blvd               |                                 |          | Toronto          | ON    | M1V 0E3    | Canada  |
| 304 Coaching LLC                              |  | 431 E 6th Street                        |                                 |          | Dallas           | TX    | 75203      |         |
| 33rd Equities Company dba 33rd Woodlands, LLC |  | 551 Fifth Avenue                        | Suite 2200                      |          | New York         | NY    | 10176      |         |
| 33rd Woodlands, LLC                           | Steven M. Levy                           | 551 Fifth Avenue                        | Floor 22                        |          | New York         | NY    | 10176      |         |
| 33rd Woodlands, LLC                           |  | 551 Fifth Avenue                        | Floor 22                        |          | New York         | NY    | 10176      |         |
| 360 Electrical, LLC                           |  | 1935 East Vine Street                   | Suite 360                       |          | Salt Lake City   | UT    | 84121      |         |
| 3Digit Media, LLC dba 805 Living              |  | 805 Living Magazine                     |                                 |          | Westlake Village | CA    | 91362      |         |
| 3E Company Environmental                      |  | 3207 GreyHawk Court Ste 200             |                                 |          | Carlsbad         | CA    | 92010      |         |
| 3littlefish, LLC                              |  | 2701 Dean Parkway                       |                                 |          | Minneapolis      | MN    | 55416      |         |
| 3M Company                                    |  | CBP9262                                 | P.O. Box 200715                 |          | Dallas           | TX    | 75320-0715 |         |
| 3M Company                                    |  | PO BOX 844127                           |                                 |          | DALLAS           | TX    | 75284-4127 |         |
| 48forty Solutions                             |  | PO Box 849729                           |                                 |          | Dallas           | TX    | 75284-9729 |         |
| 4imprint Inc                                  |  | 25303 Network Place                     |                                 |          | Chicago          | IL    | 60673      |         |
| 555 9th Street LP                             | Attn General Counsel                     | c/o Acadia Realty Trust                 | 411 Theodore Fremd Ave, Ste 300 |          | Rye              | NY    | 10580      |         |
| 555 Ninth Street LP                           | Attn Property Management                 | c/o Acadia Realty Trust                 | 411 Theodore Fremd Ave, Ste 300 |          | Rye              | NY    | 10580      |         |
| 625 Ownership, LLC                            | Channa Taub                              | 675 Sixth Avenue                        |                                 |          | New York         | NY    | 10011      |         |
| 625 Ownership, LLC                            | c/o Wachovia Securities Fund #18-0000040 | P.O. Box 60697                          |                                 |          | Charlotte        | NC    | 28260-0697 |         |
| 625 Ownership, LLC                            |  | 675 Sixth Avenue                        |                                 |          | New York         | NY    | 10010      |         |
| 66Degrees                                     |  | 600 West Van Buren Street, Suite 603    |                                 |          | Chicago          | IL    | 60607      |         |
| 72POINT Inc.                                  |  | 1111 Sixth Ave, 300                     |                                 |          | San Diego        | CA    | 92101      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName                    | Address1   | Address2                     | Address3 | City         | State | Zip        | Country |
|--|---------------------------------------|--|------------------------------|----------|--------------|-------|------------|---------|
| 770 Tamalpais Drive, Inc.                  | c/o Madison Marquette Retail Services | 100 Corte Madera Town Center                           |                              |          | Corte Madera | CA    | 94925      |         |
| 770 Tamalpais Drive, Inc.                  | General Manager                       | c/o Colliers International                             | 100 Corte Madera Town Center |          | Corte Madera | CA    | 94925      |         |
| 770 Tamalpais Drive, inc.                  | Portfolio Manager                     | c/o Heitman Capital Management LLC                     | 191 N. Wacker Dr             |          | Chicago      | IL    | 60606      |         |
| A H Office Coffee Services/In Reach/Sodexo |                                       | PO Box 360170  |                              |          | Pittsburgh   | PA    | 15251-6170 |         |
| A I T Worldwide Logistics                  |                                       | PO Box 775379  |                              |          | Chicago      | IL    | 60677-5379 |         |
| A&G Realty Partners LLC                    |                                       | 445 Broadhollow Rd Suite 410                           |                              |          | Melville     | NY    | 11747      |         |
| AARKE INC                                  |                                       | Batch & Company PC 1150 S. Cedar Crest Blvd. Suite 203 |                              |          | Allentown    | PA    | 18103      |         |
| Aarke Inc                                  |                                       | 1150 S. Cedar Crest Blvd.                              | c/o Batch & Company PC       |          | Allentown    | PA    | 18103      |         |
| AARKE INC                                  |                                       | Halsingegatan 49                                       |                              |          | Stockholm    |       | 113 31     | Sweden  |
| Aaron Dougherty Photography LLC            |                                       | Address on File  |                              |          |              |       |            |         |
| AARON FANNING                              |                                       | Address on File  |                              |          |              |       |            |         |
| Abad, Joaquin                              |                                       | Address on File  |                              |          |              |       |            |         |
| Abbey Hall Interiors                       |                                       | 4000 Northfield Way, Suite 100                         | Attn Abigail Alexander       |          | Roswell      | GA    | 30076      |         |
| Abbie Polak LLC                            |                                       | Address on File  |                              |          |              |       |            |         |
| Abbott, Andrew                             |                                       | Address on File  |                              |          |              |       |            |         |
| Abbott, Beverly K.                         |                                       | Address on File  |                              |          |              |       |            |         |
| Abbott, Denise M.                          |                                       | Address on File  |                              |          |              |       |            |         |
| Abbott, Jena F.                            |                                       | Address on File  |                              |          |              |       |            |         |
| Abbott, Veronica M.                        |                                       | Address on File  |                              |          |              |       |            |         |
| Abbruzzese, Peter                          |                                       | Address on File  |                              |          |              |       |            |         |
| Abby Cook                                  |                                       | Address on File  |                              |          |              |       |            |         |
| Abby Kahn DBA Absolutely Organzied         |                                       | Address on File  |                              |          |              |       |            |         |
| Abdelfattah, Nader A.                      |                                       | Address on File  |                              |          |              |       |            |         |
| Abdullah, Saifullah                        |                                       | Address on File  |                              |          |              |       |            |         |
| Abdussamad, Salma A.                       |                                       | Address on File  |                              |          |              |       |            |         |
| Abe, Thomas T.                             |                                       | Address on File  |                              |          |              |       |            |         |
| Abear, Zoraida T.                          |                                       | Address on File  |                              |          |              |       |            |         |
| Abedrabbo, Dallia                          |                                       | Address on File  |                              |          |              |       |            |         |
| Abellana, Anneloren                        |                                       | Address on File  |                              |          |              |       |            |         |
| Aberdeen Plastics, Inc.                    |                                       | 995 Utica Avenue                                       |                              |          | Brooklyn     | NY    | 11203      |         |
| Abernathy, Ronald L.                       |                                       | Address on File  |                              |          |              |       |            |         |
| Abner, Samuel J.                           |                                       | Address on File  |                              |          |              |       |            |         |
| Abney, Tyshanta                            |                                       | Address on File  |                              |          |              |       |            |         |
| ABRAHAM OHAYON                             |                                       | Address on File  |                              |          |              |       |            |         |
| Abrii, Lourdes C.                          |                                       | Address on File  |                              |          |              |       |            |         |
| Absolute Vending Service Inc.              |                                       | 70 N. Garden Ave                                       |                              |          | Roselle      | IL    | 60172      |         |
| Abuel, Virgilio P.                         |                                       | Address on File  |                              |          |              |       |            |         |
| Abughazaleh, Susan G.                      |                                       | Address on File  |                              |          |              |       |            |         |
| Abukhder, Munder M.                        |                                       | Address on File  |                              |          |              |       |            |         |
| Abutin, Hilario D.                         |                                       | Address on File  |                              |          |              |       |            |         |
| Academy Fire Life Safety, LLC              |                                       | 42 Broadway  | Suite 200                    |          | Lynbrook     | NY    | 11563      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName         | Address1                                    | Address2                                | Address3 | City                | State | Zip        | Country |
|----------------------------------|----------------------------|---|---|----------|---------------------|-------|------------|---------|
| Acadia Parish School Board       |                            | P.O. Drawer 309                             |   |          | Crowley             | LA    | 70527-0309 |         |
| Acadia Realty LP dba 555 9th Str |                            | 411 Theodore Fremd Ave Suite 300            |   |          | Rye                 | NY    | 10580      |         |
| Accenture International Limited  |                            | 1 Grand Canal Square                        |   |          | Grand Canal Harbour |       | D02 P820   | Ireland |
| Accenture LLP                    |                            | 1255 Treat Blvd                             | Suite 250                               |          | Walnut Creek        | CA    | 94597      |         |
| Accruent, LLC                    |                            | PO Box 679881                               |   |          | Dallas              | TX    | 75267      |         |
| ACE American Insurance Company   | Chief Underwriting Officer | Chubb - Financial Lines                     | 1133 Avenue of the Americas, 32nd Floor |          | New York            | NY    | 10036      |         |
| ACE American Insurance Company   | Chubb Global Casualty      | 5400 Lyndon B Johnson Freeway, Suite 700    |   |          | Dallas              | TX    | 75240      |         |
| ACE American Insurance Company   | Chubb Multinational        | 2 Riverway                                  |   |          | Houston             | TX    | 77056      |         |
| ACE American Insurance Company   |                            | 436 Walnut Street                           | P.O. Box 1000                           |          | Philadelphia        | PA    | 19106-3703 |         |
| Acevedo, Isabeth                 |                            | Address on File                             |   |          |                     |       |            |         |
| Acevedo, Lisa V.                 |                            | Address on File                             |   |          |                     |       |            |         |
| Achin III, Norman M.             |                            | Address on File                             |   |          |                     |       |            |         |
| Ackermann, Carola B.             |                            | Address on File                             |   |          |                     |       |            |         |
| Acme Metrology                   |                            | Florida Metrology, LLC d/b/a Acme Metrology | P.O. Box 882049                         |          | Port Saint Lucie    | FL    | 34988      |         |
| Acosta, Gloria N.                |                            | Address on File                             |   |          |                     |       |            |         |
| Acosta, Pablo N.                 |                            | Address on File                             |   |          |                     |       |            |         |
| Acosta, Phillip A.               |                            | Address on File                             |   |          |                     |       |            |         |
| Acosta, Raymond                  |                            | Address on File                             |   |          |                     |       |            |         |
| Acosta, Tanya L.                 |                            | Address on File                             |   |          |                     |       |            |         |
| AcrylicSource                    |                            | 4621 S. Cooper St                           | Ste 131-345                             |          | Arlington           | TX    | 76017      |         |
| ACT Commodities Inc.             |                            | 437 Madison Avenue                          | Suite 17                                |          | New York            | NY    | 10022      |         |
| Action First Inspections         |                            | 44444 Buena Vista Way                       |   |          | Lancaster           | CA    | 93536      |         |
| Acuna, Estelle M.                |                            | Address on File                             |   |          |                     |       |            |         |
| Adair, Matthew                   |                            | Address on File                             |   |          |                     |       |            |         |
| Adam, Jacob D.                   |                            | Address on File                             |   |          |                     |       |            |         |
| Adame, Andrea                    |                            | Address on File                             |   |          |                     |       |            |         |
| Adame, Sebastian                 |                            | Address on File                             |   |          |                     |       |            |         |
| Adams and Reese LLP              |                            | 701 Poydras St                              | Ste 4500                                |          | New Orleans         | LA    | 70139      |         |
| Adams Home Solutions LLC         |                            | 3018 W. Napoleon Avenue                     |   |          | Tampa               | FL    | 33611      |         |
| Adams, Clyde R.                  |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Kaeli J.                  |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Keron L.                  |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Larren S.                 |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Marisa L.                 |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Michelle R.               |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Pharren                   |                            | Address on File                             |   |          |                     |       |            |         |
| Adams, Tyler T.                  |                            | Address on File                             |   |          |                     |       |            |         |
| Adamson, Patricia A.             |                            | Address on File                             |   |          |                     |       |            |         |
| Addedo Solutions Inc.            |                            | 6 Liberty Square #2135                      |   |          | Boston              | MA    | 02109      |         |
| ADDISON W PRICE                  |                            | Address on File                             |   |          |                     |       |            |         |
| Addison, Darrick D.              |                            | Address on File                             |   |          |                     |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName | Address1                         | Address2   | Address3 | City             | State | Zip        | Country |
|------------------------------------|--------------------|----------------------------------|------------|----------|------------------|-------|------------|---------|
| Addison, Khaleal M.                |                    | Address on File                  |            |          |                  |       |            |         |
| Addison, Takeia                    |                    | Address on File                  |            |          |                  |       |            |         |
| Adecco USA, Inc.                   |                    | Dept CH 14091                    |            |          | Palatine         | IL    | 60055-4091 |         |
| Adejare, Esther O.                 |                    | Address on File                  |            |          |                  |       |            |         |
| Adeniran, Brent L.                 |                    | Address on File                  |            |          |                  |       |            |         |
| Adeoti, Rita                       |                    | Address on File                  |            |          |                  |       |            |         |
| Adesso Inc.                        |                    | 353 West 39th Street - 2nd floor |            |          | New York         | NY    | 10018      |         |
| Adiele, Euchariah C.               |                    | Address on File                  |            |          |                  |       |            |         |
| Adkins, Jazzmen R.                 |                    | Address on File                  |            |          |                  |       |            |         |
| Adkison, Cameron J.                |                    | Address on File                  |            |          |                  |       |            |         |
| Adlman, Karen A.                   |                    | Address on File                  |            |          |                  |       |            |         |
| ADO Professional Solutions, Inc.   |                    | 10151 Deerwood Park Blvd         | 200-400    |          | Jacksonville     | FL    | 32256      |         |
| Adobe Systems, Inc.                |                    | 345 Park Avenue                  |            |          | San Jose         | CA    | 95110      |         |
| ADOLFO AMEZCUA                     |                    | Address on File                  |            |          |                  |       |            |         |
| Adria Myers                        |                    | Address on File                  |            |          |                  |       |            |         |
| Adriana Rojas                      |                    | Address on File                  |            |          |                  |       |            |         |
| Ads On Wheels, Inc                 |                    | 15 Constitution Dr, 1A           |            |          | Bedford          | NH    | 03110      |         |
| Adswerve, Inc                      |                    | 999 18th Street, Suite 2301N     |            |          | Denver           | CO    | 80202      |         |
| Advantage Label Co., Inc.          |                    | P.O. Box 560006                  |            |          | Dallas           | TX    | 75356-0006 |         |
| ADVANTUS CORP.                     |                    | 12276 SAN JOSE BLVD              | Suite 618  |          | JACKSONVILLE     | FL    | 32223      |         |
| Advantus Corp.                     |                    | 75 Remittance Drive              | Suite 3142 |          | Chicago          | IL    | 60675-3142 |         |
| Aerex Pest Control                 |                    | 4301 Wilmette Ave                |            |          | Rolling Meadows  | IL    | 60008      |         |
| AES Indiana                        |                    | One Monument Circle              |            |          | Indianapolis     | IN    | 46204-2901 |         |
| AES Indiana                        |                    | PO Box 110                       |            |          | Indianapolis     | IN    | 46206-0110 |         |
| Aetna Life Insurance Company       |                    | P.O. Box 804735                  |            |          | Chicago          | IL    | 60680      |         |
| Aetna Life Insurance Company       |                    | P.O. Box 88863                   |            |          | Chicago          | IL    | 60695      |         |
| Affholter, Alexis                  |                    | Address on File                  |            |          |                  |       |            |         |
| AFRICAN MODERN                     |                    | 1400 S. Bertelsen Rd             |            |          | Eugene           | OR    | 97402      |         |
| African Modern, LLC                |                    | 392 East 3rd Ave.                |            |          | Eugene           | OR    | 97401      |         |
| AfterPay                           |                    | 1955 Broadway Suite 204          |            |          | Oakland          | CA    | 94612      |         |
| Afterpay US, Inc.                  |                    | 600 California St                | 11th Flr   |          | San Francisco    | CA    | 94108      |         |
| Agbo, Houtsayi                     |                    | Address on File                  |            |          |                  |       |            |         |
| Agee, Jonathan R.                  |                    | Address on File                  |            |          |                  |       |            |         |
| Agency Within LLC DBA as WITHIN    |                    | 4301 22nd St Ste 602             |            |          | Long Island City | NY    | 11101      |         |
| Agenord, Shanica                   |                    | Address on File                  |            |          |                  |       |            |         |
| Agers, Melissa                     |                    | Address on File                  |            |          |                  |       |            |         |
| Aggarwal, Ananya                   |                    | Address on File                  |            |          |                  |       |            |         |
| AGI - Architectural Graphics, Inc. |                    | 2655 International Pkwy          |            |          | Virginia Beach   | VA    | 23452      |         |
| Aguallo, Adrian                    |                    | Address on File                  |            |          |                  |       |            |         |
| Aguiar Jr., Jayson                 |                    | Address on File                  |            |          |                  |       |            |         |
| Aguiar, Jayson                     |                    | Address on File                  |            |          |                  |       |            |         |
| Aguilar Barrientos, Norma          |                    | Address on File                  |            |          |                  |       |            |         |
| Aguilar, Hayley I.                 |                    | Address on File                  |            |          |                  |       |            |         |
| Aguilar, Jose                      |                    | Address on File                  |            |          |                  |       |            |         |
| Aguilar, Joseph                    |                    | Address on File                  |            |          |                  |       |            |         |
| Aguilar, Maquela A.                |                    | Address on File                  |            |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName         | Address1                        | Address2                         | Address3              | City       | State | Zip        | Country |
|---|----------------------------|---------------------------------|----------------------------------|-----------------------|------------|-------|------------|---------|
| Aguilar, Sebastian J.                     |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aguilera, Andres                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aguilera, Vladimir I.                     |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aguirre, Maricel                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aguon Jr., Casey J.                       |                            | Address on File                 |                                  |                       |            |       |            |         |
| Ahmad, Taiba Sheerin                      |                            | Address on File                 |                                  |                       |            |       |            |         |
| Ahmed, Razibul                            |                            | Address on File                 |                                  |                       |            |       |            |         |
| Ahmed, Yusra M.                           |                            | Address on File                 |                                  |                       |            |       |            |         |
| Ahn, Charles K.                           |                            | Address on File                 |                                  |                       |            |       |            |         |
| AHNM 456, LLC                             |                            | 1314 N 113th Ct #4605           |                                  |                       | Omaha      | NE    | 68154      |         |
| AIG SPECIALTY INSURANCE COMPANY           |                            | 1271 Ave of the Americas, FL 37 |                                  |                       | New York   | NY    | 10020-1304 |         |
| Ailie, Emily S.                           |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aingworth, Monique F.                     |                            | Address on File                 |                                  |                       |            |       |            |         |
| Aipa, Alyssa                              |                            | Address on File                 |                                  |                       |            |       |            |         |
| Air Delivery Express Inc.                 |                            | P.O. Box 1298                   |                                  |                       | Grapevine  | TX    | 76099      |         |
| Airtame US Inc.                           |                            | Penn 1, 3rd Floor, Ste 320      |                                  |                       | New York   | NY    | 10119      |         |
| AIT Home Delivery, LLC                    |                            | 55 W 39th Street                |                                  |                       | New York   | NY    | 10018      |         |
| AJA YAMAGATA                              |                            | Address on File                 |                                  |                       |            |       |            |         |
| Ajayi, Candace M.                         |                            | Address on File                 |                                  |                       |            |       |            |         |
| AK Engineering, PC                        |                            | 276 Fifth Avenue, Suite 907     |                                  |                       | New York   | NY    | 10001      |         |
| Akalegbere, Ibeawuchi                     |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akamai Technologies, Inc.                 |                            | 145 Broadway                    |                                  |                       | Cambridge  | MA    | 02142      |         |
| Akbar, Judith M.                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akhorn, LLC                               |                            | 51 N Pennsylvania St            |                                  |                       | Denver     | CO    | 80203      |         |
| Akhtar, Salman                            |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akindemowo, Mercy E.                      |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akinola, Adekunle I.                      |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akinyemi, Abdul                           |                            | Address on File                 |                                  |                       |            |       |            |         |
| Akula, Jagadish L.                        |                            | Address on File                 |                                  |                       |            |       |            |         |
| Al Sarraj, Rania                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Al Sultan, Thabit N.                      |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alabama Attorney General                  | Attn Bankruptcy Department | 501 Washington Ave              | PO Box 300152                    |                       | Montgomery | AL    | 36104-0152 |         |
| Alabama Department of Revenue             |                            | PO Box 327790                   |                                  |                       | Montgomery | AL    | 36132      |         |
| Alabdalla, Yousef                         |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alam, Kowsarul                            |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alamo, Elvin                              |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alarin, Richelle                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alaska Attorney General                   | Attn Bankruptcy Department | 1031 West 4th Avenue, Suite 200 |                                  |                       | Anchorage  | AK    | 99501-1994 |         |
| Alaska Dept of Revenue                    | Treasury Division          | Unclaimed Property Program      | 333 Willoughby Avenue 11th Floor | State Office Building | Juneau     | AK    | 99801-1770 |         |
| Alaska Remote Seller Sales Tax Commission |                            | 1 Sealaska Plaza Suite 200      |                                  |                       | Juneau     | AK    | 99801      |         |
| Alayna C Hermans                          |                            | Address on File                 |                                  |                       |            |       |            |         |
| Alban Watkins, Rebecca L.                 |                            | Address on File                 |                                  |                       |            |       |            |         |
| Albanese, Victoria                        |                            | Address on File                 |                                  |                       |            |       |            |         |
| Albert Outdoor Advertising                |                            | 6510 LBJ Freeway                | Suite 100                        |                       | Dallas     | TX    | 75240      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                | CreditorNoticeName | Address1                        | Address2  | Address3 | City          | State | Zip   | Country |
|---|--------------------|---------------------------------|-----------|----------|---------------|-------|-------|---------|
| Albert, Jean                                |                    | Address on File                 |           |          |               |       |       |         |
| Albert, Rony                                |                    | Address on File                 |           |          |               |       |       |         |
| Alberthe Buabeng                            |                    | Address on File                 |           |          |               |       |       |         |
| Alberto Morales Plascencia                  |                    | Address on File                 |           |          |               |       |       |         |
| Albrecht, Sarah K.                          |                    | Address on File                 |           |          |               |       |       |         |
| Albright, Christine L.                      |                    | Address on File                 |           |          |               |       |       |         |
| Albritton, Lana M.                          |                    | Address on File                 |           |          |               |       |       |         |
| Albritton, Lisa D.                          |                    | Address on File                 |           |          |               |       |       |         |
| Albuja, Eva                                 |                    | Address on File                 |           |          |               |       |       |         |
| Alcala-Almaguer, Iris R.                    |                    | Address on File                 |           |          |               |       |       |         |
| Alcantara, Alexandra J.                     |                    | Address on File                 |           |          |               |       |       |         |
| Alcaraz, Brian D.                           |                    | Address on File                 |           |          |               |       |       |         |
| Alderson, Lea A.                            |                    | Address on File                 |           |          |               |       |       |         |
| Alecom Technologies Group dba Conti Systems |                    | 1001 Spinks Road                | Suite 230 |          | Flower Mound  | TX    | 75028 |         |
| Aleman, Victoria A.                         |                    | Address on File                 |           |          |               |       |       |         |
| Alexan Westerly Creek                       |                    | Address on File                 |           |          |               |       |       |         |
| ALEXANDER COLLIER                           |                    | Address on File                 |           |          |               |       |       |         |
| ALEXANDER REGALA                            |                    | Address on File                 |           |          |               |       |       |         |
| Alexander, Alexandria E.                    |                    | Address on File                 |           |          |               |       |       |         |
| Alexander, Shante                           |                    | Address on File                 |           |          |               |       |       |         |
| Alexander, Takeyah B.                       |                    | Address on File                 |           |          |               |       |       |         |
| Alexander, Taylor                           |                    | Address on File                 |           |          |               |       |       |         |
| Alexander, Terrin                           |                    | Address on File                 |           |          |               |       |       |         |
| Alexandra Kozak dba Living Simply PGH LLC   |                    | Address on File                 |           |          |               |       |       |         |
| Alexia Ford                                 |                    | Address on File                 |           |          |               |       |       |         |
| Alexis, Lisa A.                             |                    | Address on File                 |           |          |               |       |       |         |
| Alexis, Portia                              |                    | Address on File                 |           |          |               |       |       |         |
| Alfermann, Ashley N.                        |                    | Address on File                 |           |          |               |       |       |         |
| Alfonzo, Henry S.                           |                    | Address on File                 |           |          |               |       |       |         |
| Alford, Kierra                              |                    | Address on File                 |           |          |               |       |       |         |
| Alfred Rugel                                |                    | Address on File                 |           |          |               |       |       |         |
| Ali, Aymen                                  |                    | Address on File                 |           |          |               |       |       |         |
| Ali, Mohamed                                |                    | Address on File                 |           |          |               |       |       |         |
| Ali, Syed                                   |                    | Address on File                 |           |          |               |       |       |         |
| ALIA MARIE LADAK                            |                    | Address on File                 |           |          |               |       |       |         |
| Alias, Densil P.                            |                    | Address on File                 |           |          |               |       |       |         |
| Ali-Bentley, Hezakiah D.                    |                    | Address on File                 |           |          |               |       |       |         |
| Alice Lee                                   |                    | Address on File                 |           |          |               |       |       |         |
| Alicea, Elyse E.                            |                    | Address on File                 |           |          |               |       |       |         |
| Alicia Miller                               |                    | Address on File                 |           |          |               |       |       |         |
| Alicia Woods                                |                    | Address on File                 |           |          |               |       |       |         |
| Alison Bresler dba Create Calm Organizing   |                    | Address on File                 |           |          |               |       |       |         |
| AlixPartners, LLP                           |                    | 909 Third Ave Fl 28, 29, and 30 |           |          | New York      | NY    | 10022 |         |
| All Points Industries                       |                    | PO Box 534524                   |           |          | Atlanta       | GA    | 30353 |         |
| ALL POINTS INDUSTRIES, INC.                 |                    | 1590 NW 27th Street             |           |          | Pompano Beach | FL    | 33069 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                   | CreditorNoticeName  | Address1                           | Address2        | Address3 | City        | State | Zip        | Country |
|--|---------------------|------------------------------------|-----------------|----------|-------------|-------|------------|---------|
| ALL STATE MALL SERVICES II                     |                     | PO BOX 93717                       |                 |          | Las Vegas   | NV    | 89193      |         |
| Allcorn, Kaitlyn                               |                     | Address on File                    |                 |          |             |       |            |         |
| Allel, Mohammed                                |                     | Address on File                    |                 |          |             |       |            |         |
| Allen Jr., Eric D.                             |                     | Address on File                    |                 |          |             |       |            |         |
| Allen Matkins Leck Gamble Mallory & Natsis LLP | John M. Tipton, Esq | 1901 Avenue of the Stars, Ste 1800 |                 |          | Los Angeles | CA    | 90067      |         |
| Allen Parish School Board                      |                     | P.O. Drawer 190                    |                 |          | Oberlin     | LA    | 70655      |         |
| Allen, Amber L.                                |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Breanna                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Cignoray M.                             |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Connor                                  |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Devin                                   |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Devin                                   |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Dominic                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Jennifer K.                             |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Kate E.                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Kimberly A.                             |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Lon C.                                  |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Rashida                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Tiffany L.                              |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, Vantasia                                |                     | Address on File                    |                 |          |             |       |            |         |
| Allen, William                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allen-Irons, Ashlee                            |                     | Address on File                    |                 |          |             |       |            |         |
| ALLIANCE RUBBER COMPANY, INC.                  |                     | 210 Carpenter Dam Rd.              |                 |          | Hot Springs | AR    | 71901      |         |
| Alliance Rubber Company, Inc.                  |                     | Dept. 30570                        | P.O. Box 790126 |          | St. Louis   | MO    | 63179-0126 |         |
| Allie Shanholt                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allied World Assurance Company (U.S.) Inc.     |                     | 15601 Dallas Parkway               |                 |          | Addison     | TX    | 75001      |         |
| Allison Brown                                  |                     | Address on File                    |                 |          |             |       |            |         |
| Allison Gross                                  |                     | Address on File                    |                 |          |             |       |            |         |
| Allison Perry dba Winthrop LLC                 |                     | Address on File                    |                 |          |             |       |            |         |
| Allison Wrightson                              |                     | Address on File                    |                 |          |             |       |            |         |
| Allison, Dattrick R.                           |                     | Address on File                    |                 |          |             |       |            |         |
| Allmon, Amy A.                                 |                     | Address on File                    |                 |          |             |       |            |         |
| ALLSOP, INC.                                   |                     | 913 Squalicum Way #201             |                 |          | Bellingham  | WA    | 98225      |         |
| Allsop, Inc.                                   |                     | P.O. Box 23                        |                 |          | Bellingham  | WA    | 98227      |         |
| Alma Carrero, Brianna G.                       |                     | Address on File                    |                 |          |             |       |            |         |
| Almar Sales Co., Inc.                          |                     | 320 Fifth Avenue                   |                 |          | New York    | NY    | 10001-3115 |         |
| Almaraz-Fryzel, Jose                           |                     | Address on File                    |                 |          |             |       |            |         |
| Almazan, Adrian                                |                     | Address on File                    |                 |          |             |       |            |         |
| Almeida, Sandy                                 |                     | Address on File                    |                 |          |             |       |            |         |
| Almejo Jimenez, Keven                          |                     | Address on File                    |                 |          |             |       |            |         |
| Almonte, Steven                                |                     | Address on File                    |                 |          |             |       |            |         |
| ALOGIC USA LLC                                 |                     | 37524 Marsten Drive                |                 |          | Newark      | CA    | 94560      |         |
| Alonso, Ariana J.                              |                     | Address on File                    |                 |          |             |       |            |         |
| Alonso, Emily                                  |                     | Address on File                    |                 |          |             |       |            |         |
| Alonso, Miguel                                 |                     | Address on File                    |                 |          |             |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                       | CreditorNoticeName | Address1                 | Address2  | Address3 | City        | State | Zip        | Country |
|------------------------------------|--------------------|--------------------------|-----------|----------|-------------|-------|------------|---------|
| Alqas, Arabella                    |                    | Address on File          |           |          |             |       |            |         |
| Alradi, Ilias O.                   |                    | Address on File          |           |          |             |       |            |         |
| Alsareti, Fairouz A.               |                    | Address on File          |           |          |             |       |            |         |
| Alt Legal, Inc.                    |                    | 79 Madison Avenue        | 8th Floor |          | New York    | NY    | 10016      |         |
| Altenau, Kristine C.               |                    | Address on File          |           |          |             |       |            |         |
| Alteryx, Inc.                      |                    | 17200 Laguna Canyon Road |           |          | Irvine      | CA    | 92618      |         |
| Altman, Joshua I.                  |                    | Address on File          |           |          |             |       |            |         |
| Alvarado Jr., Alejandro            |                    | Address on File          |           |          |             |       |            |         |
| Alvarado Jr., Leopoldo Jr          |                    | Address on File          |           |          |             |       |            |         |
| Alvarado, Jasmin S.                |                    | Address on File          |           |          |             |       |            |         |
| Alvarado, Rebecca R.               |                    | Address on File          |           |          |             |       |            |         |
| Alvarado, Robert J.                |                    | Address on File          |           |          |             |       |            |         |
| Alvarez de Escalante, Brenda C.    |                    | Address on File          |           |          |             |       |            |         |
| Alvarez I, Armando                 |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Adrian                    |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Brian                     |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Jacob                     |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Juan G.                   |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Noeli                     |                    | Address on File          |           |          |             |       |            |         |
| Alvarez, Rebecca L.                |                    | Address on File          |           |          |             |       |            |         |
| Alvey, Trisha                      |                    | Address on File          |           |          |             |       |            |         |
| Alvic Usa Llc                      |                    | 13939 N 60th Ave.        |           |          | Miami Lakes | FL    | 33014      |         |
| Always Organized                   |                    | 5587 Cornell Drive       |           |          | San Jose    | CA    | 95118      |         |
| AlWazir, Mahaba A.                 |                    | Address on File          |           |          |             |       |            |         |
| Alysha Fenn dba Making Space Today |                    | Address on File          |           |          |             |       |            |         |
| Alzamora Nunez, Laura              |                    | Address on File          |           |          |             |       |            |         |
| AMAC Plastic Products Corp.        |                    | P.O. Box 750249          |           |          | Petaluma    | CA    | 94975-0249 |         |
| Amador-Mungaray, Ruby I.           |                    | Address on File          |           |          |             |       |            |         |
| Amanda C. Rickers                  |                    | Address on File          |           |          |             |       |            |         |
| Amanda Looney                      |                    | Address on File          |           |          |             |       |            |         |
| AMANDA V JONES                     |                    | Address on File          |           |          |             |       |            |         |
| Amani, April R.                    |                    | Address on File          |           |          |             |       |            |         |
| Amaral, Jenna                      |                    | Address on File          |           |          |             |       |            |         |
| Amaral, Maranda                    |                    | Address on File          |           |          |             |       |            |         |
| Amarales, Erick S.                 |                    | Address on File          |           |          |             |       |            |         |
| Amaris Delcid                      |                    | Address on File          |           |          |             |       |            |         |
| Amarjit Lamba                      |                    | Address on File          |           |          |             |       |            |         |
| Amato, Abram M.                    |                    | Address on File          |           |          |             |       |            |         |
| Amato, Alec C.                     |                    | Address on File          |           |          |             |       |            |         |
| Amato, Nicholas R.                 |                    | Address on File          |           |          |             |       |            |         |
| Amaya, Claudia                     |                    | Address on File          |           |          |             |       |            |         |
| Amaya, Kimberly R.                 |                    | Address on File          |           |          |             |       |            |         |
| Amaya, Maria D.                    |                    | Address on File          |           |          |             |       |            |         |
| Amaya, Osman                       |                    | Address on File          |           |          |             |       |            |         |
| Amazon                             |                    | 410 Terry Avenue North   |           |          | Seattle     | WA    | 98109      |         |
| Amazon Capital Services, Inc.      |                    | PO Box 035184            |           |          | Seattle     | WA    | 98124      |         |
| Amazon Web Services                |                    | PO Box 84023             |           |          | Seattle     | WA    | 98124-8423 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName  | Address1                                    | Address2     | Address3 | City         | State | Zip        | Country |
|--|---|---|--------------|----------|--------------|-------|------------|---------|
| Ambrose, Jeanmarie   |   | Address on File                             |              |          |              |       |            |         |
| AMEICO   |   | 29 Church St                                |              |          | New Milford  | CT    | 06776      |         |
| Amelia Bayani DBA Hive Home Organization   |   | Address on File                             |              |          |              |       |            |         |
| Ameren Missouri  | c/o Union Electric Company  | 1901 Chouteau Avenue                        |              |          | St. Louis    | MO    | 63103      |         |
| Ameren Missouri  |   | PO Box 88068                                |              |          | Chicago      | IL    | 60680-1068 |         |
| American Alarm Systems   |   | P.O. Box 10520                              |              |          | Santa Ana    | CA    | 92711-0520 |         |
| American Alternative Insurance Corporation C/O Roanoke Insurance Group Inc.            | Savanna Masters   | 1501 East Woodfield Road Suite 400W         |              |          | SCHAUMBURG   | IL    | 60173-4903 |         |
| American Crafts  |   | 1140 N 1430 W                               |              |          | Orem         | UT    | 84057      |         |
| AMERICAN CRAFTS  |   | 588 W 400 South                             |              |          | Lindon       | UT    | 84042      |         |
| American Dream Home Goods Inc  |   | 107 Trumbull St Bldg A4, 4th Floor          |              |          | Elizabeth    | NJ    | 07206-2165 |         |
| AMERICAN DREAM HOME GOODS INC  |   | 230 Fifth Ave Suite 1508                    |              |          | New York     | NY    | 10001      |         |
| American Express   | Merchant Support Representative, American Express Disputes and Merchant Support | 20022 North 31st Ave, Mail Code AZ-08-03-11 |              |          | Phoenix      | AZ    | 85027      |         |
| American Express Travel Related Services Co.   |   | PO Box 53888                                |              |          | Phoenix      | AZ    | 85072      |         |
| American Express Travel Related Services Company, Inc C/O Global Corporate Payments US | Juliette Bennett  | 18850 N 56th Street, AZ08-04-12             | AZ08-04-12   |          | PHOENIX      | AZ    | 85054      |         |
| American Heart Association, Inc.   |   | 105 Decker Court, Suite 200                 |              |          | Irving       | TX    | 75062      |         |
| American Online Giving Foundation  |   | PO Box 645725                               |              |          | Pittsburgh   | PA    | 15264-5255 |         |
| American Pest Management, Inc.   |   | 11820 West Market Place                     | Suite A      |          | Fulton       | MD    | 20759      |         |
| American Registry for Internet Number, Ltd.  |   | PO Box 719477                               |              |          | Philadelphia | PA    | 19171      |         |
| American Society of Interior Designers, Inc  | ASID  | PO Box 224023                               |              |          | Chantilly    | VA    | 20153      |         |
| American Society of Interior Designers, Inc  |   | 2050 N Stemmons Freeway                     | #230         |          | Dallas       | TX    | 75207      |         |
| American United Life Insurance Comany  | Portfolio Management, Mortgage Loans  | P.O. Box 368                                |              |          | Indianapolis | IN    | 46206-0368 |         |
| AmeriGas   |   | PO Box 371473                               |              |          | Pittsburgh   | PA    | 15250-7473 |         |
| AmeriTrade International Inc.  |   | 121 E 2700 North                            |              |          | Lehi         | UT    | 84043      |         |
| Amertil, Javonn  |   | Address on File                             |              |          |              |       |            |         |
| Ames, Marlon D.  |   | Address on File                             |              |          |              |       |            |         |
| Amesquita, Adriana   |   | Address on File                             |              |          |              |       |            |         |
| AMEX Travel Related Services Company, Inc  |   | PO Box 53888                                | M/C 24-02-18 |          | Phoenix      | AZ    | 85072-3888 |         |
| Amezcuca, Adolfo   |   | Address on File                             |              |          |              |       |            |         |
| Amezcuca, Sarahi   |   | Address on File                             |              |          |              |       |            |         |
| Amick, Jodi L.   |   | Address on File                             |              |          |              |       |            |         |
| AMIE MARIE LANE  |   | Address on File                             |              |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName | Address1                                  | Address2  | Address3 | City       | State | Zip        | Country |
|---|--------------------|---|-----------|----------|------------|-------|------------|---------|
| Amina Mehmood                                   |                    | Address on File                           |           |          |            |       |            |         |
| AMIR LOVE                                       |                    | Address on File                           |           |          |            |       |            |         |
| Amirali, Laila                                  |                    | Address on File                           |           |          |            |       |            |         |
| Amis, Chris                                     |                    | Address on File                           |           |          |            |       |            |         |
| Amit Agarwal                                    |                    | Address on File                           |           |          |            |       |            |         |
| Amjad, Hadiya                                   |                    | Address on File                           |           |          |            |       |            |         |
| AMODEX PRODUCTS, INC                            |                    | 1354 State St                             |           |          | Bridgeport | CT    | 06605      |         |
| Amodex Products, Inc.                           |                    | PO Box 3332                               |           |          | Bridgeport | CT    | 06605      |         |
| Amoroso Jr., Edward P.                          |                    | Address on File                           |           |          |            |       |            |         |
| Amos Wetherbee                                  |                    | Address on File                           |           |          |            |       |            |         |
| Amoth, Lawrence R.                              |                    | Address on File                           |           |          |            |       |            |         |
| Amoussa, Abdel Kader A.                         |                    | Address on File                           |           |          |            |       |            |         |
| Ampac Security Products                         |                    | 12025 Tricon Rd                           |           |          | Cincinnati | OH    | 45246      |         |
| Ampac Security Products                         |                    | PO Box 905349                             |           |          | Charlotte  | NC    | 28290-5349 |         |
| Ampatzi, Christina                              |                    | Address on File                           |           |          |            |       |            |         |
| AMSA, Inc. dba VersaCart Systems, Inc.          |                    | PO Box 17425                              |           |          | Boulder    | CO    | 80308      |         |
| Amsive, LLC                                     |                    | 155 N Wacker Drive                        | Suite 900 |          | Chicago    | IL    | 60606      |         |
| Amy Carter                                      |                    | Address on File                           |           |          |            |       |            |         |
| Amy Carter                                      |                    | Address on File                           |           |          |            |       |            |         |
| Amy Choi  |                    | Address on File                           |           |          |            |       |            |         |
| Amy Esposito                                    |                    | Address on File                           |           |          |            |       |            |         |
| Amy Heinz                                       |                    | Address on File                           |           |          |            |       |            |         |
| AMY JO GARY                                     |                    | Address on File                           |           |          |            |       |            |         |
| Amy Lockwood                                    |                    | Address on File                           |           |          |            |       |            |         |
| Amy Stewart PC                                  |                    | 5307 E. Mockingbird Lane, #425            |           |          | Dallas     | TX    | 75206      |         |
| An, Bryan                                       |                    | Address on File                           |           |          |            |       |            |         |
| ANA CRUZ  |                    | Address on File                           |           |          |            |       |            |         |
| Ana Zapata                                      |                    | Address on File                           |           |          |            |       |            |         |
| Analytic Partners Inc.                          |                    | 360 Lexington Avenue                      |           |          | New York   | NY    | 10017      |         |
| ANAND SIVARAJU                                  |                    | Address on File                           |           |          |            |       |            |         |
| Anastasia, Christine                            |                    | Address on File                           |           |          |            |       |            |         |
| Anaya, Manuel                                   |                    | Address on File                           |           |          |            |       |            |         |
| Anaya, Mayra                                    |                    | Address on File                           |           |          |            |       |            |         |
| Anaya, Victoria                                 |                    | Address on File                           |           |          |            |       |            |         |
| Anchor Hocking Company                          |                    | 2630 Reliable Parkway                     |           |          | Chicago    | IL    | 60686      |         |
| ANCHOR HOCKING/DIVISION OF GLOBAL HOME PRODUCTS |                    | 1600 Dublin Road, East Building Suite 200 |           |          | Columbus   | OH    | 43215      |         |
| ANCHOR HOCKING/DIVISION OF GLOBAL HOME PRODUCTS |                    | 2893 West Fair Ave.                       |           |          | Lancaster  | OH    | 43130      |         |
| Ancira, Santino J.                              |                    | Address on File                           |           |          |            |       |            |         |
| Andalsi, Salma                                  |                    | Address on File                           |           |          |            |       |            |         |
| Anderer, Karsten V.                             |                    | Address on File                           |           |          |            |       |            |         |
| Anders, Karen A.                                |                    | Address on File                           |           |          |            |       |            |         |
| Anderson, Ashley B.                             |                    | Address on File                           |           |          |            |       |            |         |
| Anderson, Brandon                               |                    | Address on File                           |           |          |            |       |            |         |
| Anderson, Brandon S.                            |                    | Address on File                           |           |          |            |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName             | CreditorNoticeName | Address1        | Address2 | Address3 | City | State | Zip | Country |
|--------------------------|--------------------|-----------------|----------|----------|------|-------|-----|---------|
| Anderson, Caitlin R.     |                    | Address on File |          |          |      |       |     |         |
| Anderson, Chase          |                    | Address on File |          |          |      |       |     |         |
| Anderson, Cory           |                    | Address on File |          |          |      |       |     |         |
| Anderson, Dustin D.      |                    | Address on File |          |          |      |       |     |         |
| Anderson, Elizabeth M.   |                    | Address on File |          |          |      |       |     |         |
| Anderson, Evan           |                    | Address on File |          |          |      |       |     |         |
| Anderson, Jasmine        |                    | Address on File |          |          |      |       |     |         |
| Anderson, Jennifer M.    |                    | Address on File |          |          |      |       |     |         |
| Anderson, Jeremy R.      |                    | Address on File |          |          |      |       |     |         |
| Anderson, John F.        |                    | Address on File |          |          |      |       |     |         |
| Anderson, Jonathan       |                    | Address on File |          |          |      |       |     |         |
| Anderson, Kathi          |                    | Address on File |          |          |      |       |     |         |
| Anderson, Kelsey         |                    | Address on File |          |          |      |       |     |         |
| Anderson, Laquita        |                    | Address on File |          |          |      |       |     |         |
| Anderson, Lisa           |                    | Address on File |          |          |      |       |     |         |
| Anderson, Michelle P.    |                    | Address on File |          |          |      |       |     |         |
| Anderson, Natasheya L.   |                    | Address on File |          |          |      |       |     |         |
| Anderson, Paula          |                    | Address on File |          |          |      |       |     |         |
| Anderson, Penni K.       |                    | Address on File |          |          |      |       |     |         |
| Anderson, Thomas W.      |                    | Address on File |          |          |      |       |     |         |
| Anderson, Timothy D.     |                    | Address on File |          |          |      |       |     |         |
| Anderson-Holman, Danayah |                    | Address on File |          |          |      |       |     |         |
| Andrade, Cedrik S.       |                    | Address on File |          |          |      |       |     |         |
| Andrade, Jairo           |                    | Address on File |          |          |      |       |     |         |
| Andrade, Miriam A.       |                    | Address on File |          |          |      |       |     |         |
| Andre, Ruthline          |                    | Address on File |          |          |      |       |     |         |
| ANDREA FAYE HABER        |                    | Address on File |          |          |      |       |     |         |
| Andrea Howlett           |                    | Address on File |          |          |      |       |     |         |
| Andrea Suarez            |                    | Address on File |          |          |      |       |     |         |
| Andressa Eberhardt       |                    | Address on File |          |          |      |       |     |         |
| ANDREW JONES             |                    | Address on File |          |          |      |       |     |         |
| Andrew Wadhams           |                    | Address on File |          |          |      |       |     |         |
| Andrews Jr., Richard     |                    | Address on File |          |          |      |       |     |         |
| Andrews, Aimee B.        |                    | Address on File |          |          |      |       |     |         |
| Andrews, Jamelyn F.      |                    | Address on File |          |          |      |       |     |         |
| Andrews, James E.        |                    | Address on File |          |          |      |       |     |         |
| Andrews, Kimberly M.     |                    | Address on File |          |          |      |       |     |         |
| Andrews, Mary F.         |                    | Address on File |          |          |      |       |     |         |
| Andringa, Jacqueline     |                    | Address on File |          |          |      |       |     |         |
| Anest, Michael J.        |                    | Address on File |          |          |      |       |     |         |
| Angel Barrios            |                    | Address on File |          |          |      |       |     |         |
| Angel, Alexander         |                    | Address on File |          |          |      |       |     |         |
| Angel, Janessa           |                    | Address on File |          |          |      |       |     |         |
| ANGELA SMITH             |                    | Address on File |          |          |      |       |     |         |
| Angeles, Yoseline        |                    | Address on File |          |          |      |       |     |         |
| Angelini, Jorge          |                    | Address on File |          |          |      |       |     |         |
| Angelini, Nicole C.      |                    | Address on File |          |          |      |       |     |         |
| ANGELO ROSE SR           |                    | Address on File |          |          |      |       |     |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName   | Address1                                 | Address2                              | Address3 | City                   | State | Zip        | Country |
|---|----------------------|--|---------------------------------------|----------|------------------------|-------|------------|---------|
| Angey Holt                                    |                      | Address on File                          |                                       |          |                        |       |            |         |
| Angie Dutton                                  |                      | Address on File                          |                                       |          |                        |       |            |         |
| Angie Hillyard                                |                      | Address on File                          |                                       |          |                        |       |            |         |
| Angle, Christopher J.                         |                      | Address on File                          |                                       |          |                        |       |            |         |
| Angle, Patricia G.                            |                      | Address on File                          |                                       |          |                        |       |            |         |
| Angulo, Natalie                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| ANHO HOUSEWARE CO., LTD.                      |                      | 2-3/F Jianghau Rd, No. 126-128           |                                       |          | Jiangmen,<br>Guangdong |       |            | China   |
| Anika Menor                                   | Nathan Kingery, Esq. | WILSHIRE LAW FIRM                        | 3055 Wilshire Blvd., 12th<br>Floor    |          | Los Angeles            | CA    | 90010      |         |
| Anika Menor                                   |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anita W Nelson                                |                      | Address on File                          |                                       |          |                        |       |            |         |
| Aniti, Ronen                                  |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anixter Inc                                   |                      | P.O. Box 847428                          |                                       |          | Dallas                 | TX    | 75284-7428 |         |
| Anjali McKenzie                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| Ankura Intermediate Holdings, LP              |                      | 485 Lexington Ave                        |                                       |          | New York               | NY    | 10017      |         |
| Ann Carroll                                   |                      | Address on File                          |                                       |          |                        |       |            |         |
| Ann Payton                                    |                      | Address on File                          |                                       |          |                        |       |            |         |
| Ann Schmitt - Schmitt Organization<br>Systems |                      | Address on File                          |                                       |          |                        |       |            |         |
| ANN THORNTON                                  |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anna Griffin Inc                              |                      | 99 Armour Drive, NE                      |                                       |          | Atlanta                | GA    | 30324-3914 |         |
| ANNAPOLIS MALL OWNER LLC                      | Attn President       | c/o Westfield Property<br>Management LLC | 2049 Century Park East,<br>41st Floor |          | Los Angeles            | CA    | 90067      |         |
| Annapolis Mall Owner LLC                      |                      | PO Box 54730                             |                                       |          | Los Angeles            | CA    | 90074      |         |
| Anne Ahmann dba Happy Healthy<br>Home         |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anne Arundel County Government                | Office of Finance    | PO Box 427                               |                                       |          | Annapolis              | MD    | 21404      |         |
| Anne Arundel County Government                |                      | PO Box 427                               |                                       |          | Annapolis              | MD    | 21404      |         |
| Anne K Franklin                               | Steve Kardell        | Kardell Law Group                        | 4514 Cole Avenue, Suite<br>600        |          | Dallas                 | TX    | 75205      |         |
| Anne K Franklin                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| ANNEMARIE KIS-HORVATH                         |                      | Address on File                          |                                       |          |                        |       |            |         |
| Annerino, Mark A.                             |                      | Address on File                          |                                       |          |                        |       |            |         |
| Annie Record                                  |                      | Address on File                          |                                       |          |                        |       |            |         |
| Annison, Stacy                                |                      | Address on File                          |                                       |          |                        |       |            |         |
| ANNISSA HICKS                                 |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anozie, Lorna                                 |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anshu Gupta                                   |                      | Address on File                          |                                       |          |                        |       |            |         |
| Ansley, Heather                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| Antalovtsi, Kornelii                          |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthology Senior Living                       |                      | 2401 E. 2nd Avenue Ste 500               | Attn Accounts Payable                 |          | Denver                 | CO    | 80206      |         |
| Anthony Fortunato                             |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthony Fortunato                             |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthony Laday                                 |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthony Mandile                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthony, Alyssa                               |                      | Address on File                          |                                       |          |                        |       |            |         |
| Anthony, Demarcus                             |                      | Address on File                          |                                       |          |                        |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1                                 | Address2       | Address3 | City               | State | Zip        | Country |
|-----------------------------------|--------------------|--|----------------|----------|--------------------|-------|------------|---------|
| Antigua, Julissa                  |                    | Address on File                          |                |          |                    |       |            |         |
| Antinori, Rebecca M.              |                    | Address on File                          |                |          |                    |       |            |         |
| Antomattei, Albert P.             |                    | Address on File                          |                |          |                    |       |            |         |
| Anton, Angelica M.                |                    | Address on File                          |                |          |                    |       |            |         |
| Antoniacci, Chloe                 |                    | Address on File                          |                |          |                    |       |            |         |
| Antonio, Alexa                    |                    | Address on File                          |                |          |                    |       |            |         |
| Antwine, Aniva D.                 |                    | Address on File                          |                |          |                    |       |            |         |
| Anunciacion, Jennifer F.          |                    | Address on File                          |                |          |                    |       |            |         |
| Anyimi, Jordan                    |                    | Address on File                          |                |          |                    |       |            |         |
| Aon Consulting, Inc.              |                    | 29695 Network Place                      |                |          | Chicago            | IL    | 60673      |         |
| Aos, Jennifer                     |                    | Address on File                          |                |          |                    |       |            |         |
| Apex Industrial Technologies      |                    | 4393 Digital Way                         |                |          | Mason              | OH    | 45040      |         |
| Apgar, James J.                   |                    | Address on File                          |                |          |                    |       |            |         |
| Aplis, Margaret L.                |                    | Address on File                          |                |          |                    |       |            |         |
| Aplis, Michael I.                 |                    | Address on File                          |                |          |                    |       |            |         |
| APOTHEKE CO                       |                    | 499 Van Brunt Street                     | Suite 16       |          | Brooklyn           | NY    | 11231      |         |
| Apotheke Co                       |                    | 499 Van Brunt Street, Space 16           |                |          | Brooklyn           | NY    | 11231      |         |
| Appell, Jennifer M.               |                    | Address on File                          |                |          |                    |       |            |         |
| Appiah-Antwi, Kenneth             |                    | Address on File                          |                |          |                    |       |            |         |
| Apple, Michael P.                 |                    | Address on File                          |                |          |                    |       |            |         |
| Applegarth, Richard F.            |                    | Address on File                          |                |          |                    |       |            |         |
| Appleseth, Jordan                 |                    | Address on File                          |                |          |                    |       |            |         |
| Applied Computer Services Inc.    |                    | 5445 DTC Parkway                         | Penthouse Four |          | Greenwood Village  | CO    | 80111      |         |
| Applied Financial Lines           |                    | 10805 Old Mill Rd                        |                |          | Omaha              | NE    | 68154      |         |
| Applied Technical Services, LLC   |                    | 1049 Triad Ct                            |                |          | Marietta           | GA    | 30062      |         |
| Apply Stickers, Inc               |                    | 77 Sands, 7th Floor                      |                |          | Brooklyn           | NY    | 11201      |         |
| APPLY STICKERS, INC.              |                    | 68 Jay St                                | Ste 526        |          | Brooklyn           | NY    | 11201      |         |
| Apption Labs, Inc.                |                    | 3779 Cahuenga                            |                |          | Studio City        | CA    | 91604      |         |
| APPTION LABS, INC.                |                    | 3779 Cahuenga Blvd                       |                |          | Studio City        | CA    | 91604      |         |
| Apryse Corp.                      |                    | P.O. Box 620335                          |                |          | Newton Lower Falls | MA    | 02462-0335 |         |
| APS                               |                    | PO Box 37812                             |                |          | Boone              | IA    | 50037-0812 |         |
| Aptos, LLC                        |                    | 945 East Paces Ferry Road,<br>Suite 2500 |                |          | Atlanta            | GA    | 30326      |         |
| AQM HK Limited                    |                    | 2003, 20/F, Towers 5, China<br>Hong Kong |                |          | Hong Kong          |       |            | China   |
| Aqua Pennsylvania                 |                    | 762 West Lancaster Ave.                  |                |          | Bryn Mawr          | PA    | 19010      |         |
| Aqua Pennsylvania                 |                    | PO Box 70279                             |                |          | PHILADELPHIA       | PA    | 19176-0279 |         |
| Aquino Hernandez, Steven          |                    | Address on File                          |                |          |                    |       |            |         |
| Aquino, Carina F.                 |                    | Address on File                          |                |          |                    |       |            |         |
| Arakawa Hanging Systems USA, Inc. |                    | 12555 NE Marx Street                     |                |          | Portland           | OR    | 97230      |         |
| Arancherry, Jason M.              |                    | Address on File                          |                |          |                    |       |            |         |
| Arandell Corporation              |                    | P.O. Box 405                             |                |          | Menomonee Falls    | WI    | 53052-0405 |         |
| Araya, Micaela B.                 |                    | Address on File                          |                |          |                    |       |            |         |
| Arbon Equipment Corp              |                    | 8900 North Arbon Drive                   |                |          | Milwaukee          | WI    | 53223      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName             | Address1                       | Address2                                | Address3 | City         | State | Zip        | Country |
|--|--------------------------------|--------------------------------|---|----------|--------------|-------|------------|---------|
| ARC SPSANTX00 1, LLC                     | c/o AR Global Investments, LLC | 650 Fifth Avenue, 30th Floor   |   |          | New York     | NY    | 10019      |         |
| ARC SPSANTX001, LLC                      |                                | PO Box 204167                  |   |          | Dallas       | TX    | 75320-4167 |         |
| Arce, Christopher                        |                                | Address on File                |   |          |              |       |            |         |
| Arce, Maria Deborah                      |                                | Address on File                |   |          |              |       |            |         |
| Arce, Nicole M.                          |                                | Address on File                |   |          |              |       |            |         |
| Arce, Nydia A.                           |                                | Address on File                |   |          |              |       |            |         |
| Arch Capital Group Ltd.                  |                                | Waterloo House                 | 100 Pitts Bay Road                      |          | Pembroke     | HM    | 08         | Bermuda |
| Arch Capital Services LLC                |                                | 360 Hamilton Avenue, Suite 600 |   |          | White Plains | NY    | 10601      |         |
| Arch Insurance North America             |                                | Grace Building                 | 1114 Avenue of the Americas, 14th Floor |          | New York     | NY    | 10036      |         |
| Arch Insurance North America             |                                | Harborside 3                   | 210 Hudson Street, Suite 300            |          | Jersey City  | NJ    | 07311-1107 |         |
| Archer, Jaidan                           |                                | Address on File                |   |          |              |       |            |         |
| Archie, Stacia D.                        |                                | Address on File                |   |          |              |       |            |         |
| Archie, Tia                              |                                | Address on File                |   |          |              |       |            |         |
| Arcos-Davila, Terrilee                   |                                | Address on File                |   |          |              |       |            |         |
| Arechar, Gregorio M.                     |                                | Address on File                |   |          |              |       |            |         |
| Arenas, Sebastian                        |                                | Address on File                |   |          |              |       |            |         |
| Ares Holdings LLC dba Nextech            |                                | 1045 S. John Rodes Blvd        |   |          | Melbourne    | FL    | 32904      |         |
| Arevalo, Enrik                           |                                | Address on File                |   |          |              |       |            |         |
| ARGENT TAPE & LABEL, INC.                |                                | 41016 Concept Drive            | Suite A                                 |          | Plymouth     | MI    | 48170      |         |
| Argent Tape & Label, Inc.                |                                | 41016 Concept Drive            | Suite A                                 |          | Livonia      | MI    | 48150      |         |
| Argimon, Mary                            |                                | Address on File                |   |          |              |       |            |         |
| Arguello, Julio C.                       |                                | Address on File                |   |          |              |       |            |         |
| Argueta, Julio A.                        |                                | Address on File                |   |          |              |       |            |         |
| Arias Chaparro, Jacobo R.                |                                | Address on File                |   |          |              |       |            |         |
| Arias, Adrian                            |                                | Address on File                |   |          |              |       |            |         |
| Arias, Andrew                            |                                | Address on File                |   |          |              |       |            |         |
| Arin Weissmann dba Tucked Away Living    |                                | Address on File                |   |          |              |       |            |         |
| Ariza, Karla Y.                          |                                | Address on File                |   |          |              |       |            |         |
| Arizona Attorney General                 | Attn Bankruptcy Department     | 2005 N Central Ave             |   |          | Phoenix      | AZ    | 85004-2926 |         |
| Arizona Attorney General - CSS           | Attn Bankruptcy Department     | PO Box 6123                    | MD 7611                                 |          | Phoenix      | AZ    | 85005-6123 |         |
| Arizona Department of Revenue            | License & Registration Section | 1600 W. Monroe                 |   |          | Phoenix      | AZ    | 85007      |         |
| Arizona Department of Revenue            | Unclaimed Property             | 1600 West Monroe Street        |   |          | Phoenix      | AZ    | 85007      |         |
| Arizona Department of Revenue            |                                | PO Box 29085                   |   |          | Phoenix      | AZ    | 85038-9085 |         |
| Arizona Department of Revenue            |                                | 1600 W. Monroe                 |   |          | Phoenix      | AZ    | 85007      |         |
| Arizona Dept of Revenue                  | Unclaimed Property Unit        | 1600 W Monroe Division Code 10 |   |          | Phoenix      | AZ    | 85007-2650 |         |
| Arizona Public Service Company           |                                | MS 3200                        | PO Box 53933                            |          | Phoenix      | AZ    | 85072-3933 |         |
| Arizona Public Service Company           |                                | 400 N 5Th St                   | MS 8602                                 |          | Phoenix      | AZ    | 85004      |         |
| Arkadiy Kleynerman                       |                                | Address on File                |   |          |              |       |            |         |
| Arkansas Attorney General                | Attn Bankruptcy Department     | 323 Center St. Ste 200         |   |          | Little Rock  | AR    | 72201-2610 |         |
| Arkansas Department of Finance and Admin |                                | PO Box 1272                    |   |          | Little Rock  | AR    | 72203-1272 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName         | Address1                                 | Address2 | Address3 | City        | State | Zip        | Country |
|--|----------------------------|--|----------|----------|-------------|-------|------------|---------|
| Arkansas Secretary of State                  |                            | 1401 West Capitol Suite 250              |          |          | Little Rock | AR    | 72201      |         |
| Arkansas Unclaimed Property Division         |                            | 1401 West Capitol Avenue Suite 325       |          |          | Little Rock | AR    | 72201      |         |
| Arlene Velasco                               |                            | Address on File                          |          |          |             |       |            |         |
| Arline, Ashia                                |                            | Address on File                          |          |          |             |       |            |         |
| Arlington County Treasurers Office           | Arlington County Treasurer | PO Box 1752                              |          |          | Merrifield  | VA    | 22116      |         |
| Arlington County Treasurers Office           | False Alarm Unit           | Arlington County Police Dept. 1425 N. Co |          |          | Arlington   | VA    | 22201      |         |
| Arlington County Treasurers Office           |                            | 2100 Clarendon Boulevard, Suite 201      |          |          | Arlington   | VA    | 22201      |         |
| Arlyn Molina                                 |                            | Address on File                          |          |          |             |       |            |         |
| Armah, Prince A.                             |                            | Address on File                          |          |          |             |       |            |         |
| Armbruster, Michelle                         |                            | Address on File                          |          |          |             |       |            |         |
| Armenante, Christine E.                      |                            | Address on File                          |          |          |             |       |            |         |
| Armfield, Carla D.                           |                            | Address on File                          |          |          |             |       |            |         |
| Armgardt, Sherry                             |                            | Address on File                          |          |          |             |       |            |         |
| Armor Holdco Inc dba American Stk Trans Trst |                            | 6201 15th Avenue                         |          |          | Brooklyn    | NY    | 11219      |         |
| Armstead II, LaRoy R.                        |                            | Address on File                          |          |          |             |       |            |         |
| Armstead, Kimberly J.                        |                            | Address on File                          |          |          |             |       |            |         |
| Armstead-Mobley, Mia S.                      |                            | Address on File                          |          |          |             |       |            |         |
| Armstrong, Bethany M.                        |                            | Address on File                          |          |          |             |       |            |         |
| Armstrong, Jerri D.                          |                            | Address on File                          |          |          |             |       |            |         |
| Armstrong, John W.                           |                            | Address on File                          |          |          |             |       |            |         |
| Armstrong, Randy A.                          |                            | Address on File                          |          |          |             |       |            |         |
| Armstrong, Tacy                              |                            | Address on File                          |          |          |             |       |            |         |
| Army, Anatasia M.                            |                            | Address on File                          |          |          |             |       |            |         |
| Arnaud, Nicholas J.                          |                            | Address on File                          |          |          |             |       |            |         |
| Arnold, Clerissa L.                          |                            | Address on File                          |          |          |             |       |            |         |
| Arnold, Dalton                               |                            | Address on File                          |          |          |             |       |            |         |
| Arnold, Kayla M.                             |                            | Address on File                          |          |          |             |       |            |         |
| Arnott, Angela V.                            |                            | Address on File                          |          |          |             |       |            |         |
| Arnzen, Luke R.                              |                            | Address on File                          |          |          |             |       |            |         |
| Arof, Kathleen M.                            |                            | Address on File                          |          |          |             |       |            |         |
| Arouth, Lisa A.                              |                            | Address on File                          |          |          |             |       |            |         |
| Arredondo Balderas, Chyanne                  |                            | Address on File                          |          |          |             |       |            |         |
| Arredondo Lopez, Miguel                      |                            | Address on File                          |          |          |             |       |            |         |
| Arredondo, Erika                             |                            | Address on File                          |          |          |             |       |            |         |
| Arreguin, Jovanny                            |                            | Address on File                          |          |          |             |       |            |         |
| Arreola, Oscar A.                            |                            | Address on File                          |          |          |             |       |            |         |
| Arrigoni, Joseph D.                          |                            | Address on File                          |          |          |             |       |            |         |
| Arrow Home Products Company                  |                            | P.O. Box 74008436                        |          |          | Chicago     | IL    | 60674-8436 |         |
| Arroyo, Mariana                              |                            | Address on File                          |          |          |             |       |            |         |
| Arroyo, Myrna                                |                            | Address on File                          |          |          |             |       |            |         |
| Arshad, Ijlal                                |                            | Address on File                          |          |          |             |       |            |         |
| Arteaga, Christopher                         |                            | Address on File                          |          |          |             |       |            |         |
| Arteaga, Jackson D.                          |                            | Address on File                          |          |          |             |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName | Address1                                | Address2  | Address3 | City            | State | Zip        | Country |
|---|--------------------|---|-----------|----------|-----------------|-------|------------|---------|
| Arteaga, Ramon                            |                    | Address on File                         |           |          |                 |       |            |         |
| Arther, Edward S.                         |                    | Address on File                         |           |          |                 |       |            |         |
| Arthur, Jeaneen K.                        |                    | Address on File                         |           |          |                 |       |            |         |
| Arthur, Susan J.                          |                    | Address on File                         |           |          |                 |       |            |         |
| Arts & Sciences                           |                    | 662 N Robertson Blvd                    |           |          | West Hollywood  | CA    | 90069-5022 |         |
| Arvizu, Elvira                            |                    | Address on File                         |           |          |                 |       |            |         |
| Arzola-Sanchez, Elizabeth                 |                    | Address on File                         |           |          |                 |       |            |         |
| Asad, Jill                                |                    | Address on File                         |           |          |                 |       |            |         |
| Ascano, Gabriella                         |                    | Address on File                         |           |          |                 |       |            |         |
| Ascension Parish                          |                    | PO Box 1718                             |           |          | Gonzales        | LA    | 70707      |         |
| Ascent Products LLC                       |                    | P.O. Box 311                            |           |          | Island Lake     | IL    | 60042      |         |
| Ascher, Sinclair                          |                    | Address on File                         |           |          |                 |       |            |         |
| Asenjo, Dayana                            |                    | Address on File                         |           |          |                 |       |            |         |
| Ash, Kelly A.                             |                    | Address on File                         |           |          |                 |       |            |         |
| Ashe, Tracy E.                            |                    | Address on File                         |           |          |                 |       |            |         |
| Ashley Casscells                          |                    | Address on File                         |           |          |                 |       |            |         |
| Ashley Smith                              |                    | Address on File                         |           |          |                 |       |            |         |
| Ashley Smith                              |                    | Address on File                         |           |          |                 |       |            |         |
| Ashour, Banna M.                          |                    | Address on File                         |           |          |                 |       |            |         |
| Ashraf, Ahmad A.                          |                    | Address on File                         |           |          |                 |       |            |         |
| Ashtaputre, Devyani                       |                    | Address on File                         |           |          |                 |       |            |         |
| Ashton, Laurie E.                         |                    | Address on File                         |           |          |                 |       |            |         |
| ASID Illinois                             |                    | 222 W Merchandise Mart Suite<br>1485    |           |          | Chicago         | IL    | 60654      |         |
| ASID Los Angeles                          |                    | 8687 Melrose Ave STE M33                |           |          | West Hollywood  | CA    | 90069      |         |
| ASID New York Metro                       |                    | 230 Washington Avenue Ext.<br>Suite 101 |           |          | Albany          | NY    | 12203      |         |
| Ask Me Something LLC dba<br>Cincha Travel |                    | 306 Grand Ave., #207                    |           |          | Oakland         | CA    | 94610      |         |
| ASMDEE NORTH AMERICA,<br>INC.             |                    | 435 Park Court                          |           |          | Lino Lakes      | MN    | 55014      |         |
| Asmodee North America, Inc.               |                    | 1995 County Rd B2 W                     |           |          | Roseville       | MN    | 55113      |         |
| Aspect Consulting, Inc.                   |                    | 20109 Valley Forge Circle               |           |          | King of Prussia | PA    | 19406      |         |
| Aspect Montage Inc                        |                    | 236 Humphrey Street                     |           |          | Swampscott      | MA    | 01907      |         |
| Assa Abloy Entrance Systems US,<br>Inc.   |                    | PO Box 827375                           |           |          | Philadelphia    | PA    | 19182-7375 |         |
| Asselle, Stephanie                        |                    | Address on File                         |           |          |                 |       |            |         |
| Assensoh, Marcella                        |                    | Address on File                         |           |          |                 |       |            |         |
| Associated Packaging, Inc.                |                    | 1465 IH30 Suite 400                     |           |          | Mesquite        | TX    | 75150      |         |
| Assumption Parish                         |                    | P.O. Drawer 920                         |           |          | Napoleonville   | LA    | 70390      |         |
| Astage Global Inc.                        |                    | 729 Seventh Avenue 17th. Floor          |           |          | New York        | NY    | 10019      |         |
| ASTAGE GLOBAL, INC.                       |                    | 1350 Broadway, Suite 1510               |           |          | New York        | NY    | 10018      |         |
| Astoria Central Park West Inc             |                    | 401 Rockefeller                         |           |          | Irving          | CA    | 92612      |         |
| AT&T Mobility LLC                         | AT&T Mobility      | PO Box 6463                             |           |          | Carol Stream    | IL    | 60197-6463 |         |
| Atana Inc.                                |                    | 11400 SE 8th Street                     | Suite 360 |          | Bellevue        | WA    | 98004      |         |
| Atar, Lilly                               |                    | Address on File                         |           |          |                 |       |            |         |
| Atayde, Robert J.                         |                    | Address on File                         |           |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName           | Address1                            | Address2              | Address3 | City              | State | Zip        | Country |
|---------------------------------------|------------------------------|-------------------------------------|-----------------------|----------|-------------------|-------|------------|---------|
| Atchison, Catherine M.                |                              | Address on File                     |                       |          |                   |       |            |         |
| Atemnkeng, Victorine N.               |                              | Address on File                     |                       |          |                   |       |            |         |
| Atencio, Kayla                        |                              | Address on File                     |                       |          |                   |       |            |         |
| Atencio-Brown, Jennifer J.            |                              | Address on File                     |                       |          |                   |       |            |         |
| Ater, April D.                        |                              | Address on File                     |                       |          |                   |       |            |         |
| Athans, Grant J.                      |                              | Address on File                     |                       |          |                   |       |            |         |
| Athena Wortman                        |                              | Address on File                     |                       |          |                   |       |            |         |
| Atlantic Corporation                  |                              | PO Box 60002                        |                       |          | Wilmington        | NC    | 28260      |         |
| Atlas Consumer Law                    |                              | 2500 S. Highland Avenue, Suite 200  |                       |          | Lombard           | IL    | 60148      |         |
| Atlas Copco Compressors LLC           |                              | 300 Technology Center Dr. Suite 550 |                       |          | Rock Hill         | SC    | 29730      |         |
| Atlas Toyota Material Handling        |                              | 27294 Network Place                 |                       |          | Chicago           | IL    | 60673      |         |
| Atlas Van Lines, Inc.                 |                              | P.O. Box 952340                     |                       |          | St. Louis         | MO    | 63195      |         |
| Atmos Energy                          | c/o Atmos Energy Corporation | 1800 Three Lincoln Centre           | 5430 LBJ Freeway      |          | Dallas            | TX    | 75240      |         |
| Atmos Energy                          |                              | PO Box 630872                       |                       |          | CINCINNATI        | OH    | 45263-0872 |         |
| Atoche Navarro, Carlos O.             |                              | Address on File                     |                       |          |                   |       |            |         |
| ATP SF LLC                            |                              | 5550 California Street              |                       |          | San Francisco     | CA    | 94121      |         |
| ATTITUDE                              |                              | 5605 De Gaspe suite 900             |                       |          | Montreal          | QC    | H2T2A4     | Canada  |
| Attorney General of the State of Ohio |                              | 30 E. Broad St.                     | Fl. 14                |          | Columbus          | OH    | 43251      |         |
| Atwater, Carolyn G.                   |                              | Address on File                     |                       |          |                   |       |            |         |
| Atwell, Charisse I.                   |                              | Address on File                     |                       |          |                   |       |            |         |
| Atwood, Jeffrey                       |                              | Address on File                     |                       |          |                   |       |            |         |
| Atwood, Justin F.                     |                              | Address on File                     |                       |          |                   |       |            |         |
| Aucourt, Kai                          |                              | Address on File                     |                       |          |                   |       |            |         |
| Audinett, Destiny S.                  |                              | Address on File                     |                       |          |                   |       |            |         |
| Audiometric Associates                |                              | 199 Randall Street                  |                       |          | Elk Grove Village | IL    | 60007      |         |
| Audrey Hornick-Becker                 |                              | Address on File                     |                       |          |                   |       |            |         |
| Aued, Cassandra G.                    |                              | Address on File                     |                       |          |                   |       |            |         |
| Augello, Sabino                       |                              | Address on File                     |                       |          |                   |       |            |         |
| Aughey, Carolyn E.                    |                              | Address on File                     |                       |          |                   |       |            |         |
| Aunt Fannie, Inc.                     |                              | 4145 SW Watson, Central Beaverton   | Suite 350, #742       |          | Beaverton         | OR    | 97005      |         |
| AURA BATH PRODUCTS LLC                |                              | 347 5TH AVE SUITE 506               |                       |          | NEW YORK          | NY    | 10016      |         |
| Aura Home, Inc                        |                              | 30 Cooper Square, 8th Floor         |                       |          | New York          | NY    | 10003      |         |
| AURA HOME, INC.                       |                              | 30 Cooper Square                    |                       |          | New York          | NY    | 10003      |         |
| Aureus Product Innovations, Inc.      |                              | 999 West 1500 South                 | #600                  |          | Woods Cross       | UT    | 84087      |         |
| Austin Baby Collection LLC            |                              | 7415 Southwest PKWY                 | BLDG 6 Suite 500 #365 |          | Austin            | TX    | 78735      |         |
| Austin, George C.                     |                              | Address on File                     |                       |          |                   |       |            |         |
| Austin, Teresa A.                     |                              | Address on File                     |                       |          |                   |       |            |         |
| Avalara Inc.                          |                              | Dept. CH 16781                      |                       |          | Palatine          | IL    | 60055-6781 |         |
| Avalon, Lauren                        |                              | Address on File                     |                       |          |                   |       |            |         |
| Avalos, Diana                         |                              | Address on File                     |                       |          |                   |       |            |         |
| Avance, Tiarra                        |                              | Address on File                     |                       |          |                   |       |            |         |
| Avant, Chanell R.                     |                              | Address on File                     |                       |          |                   |       |            |         |
| Avellaneda, Domingo                   |                              | Address on File                     |                       |          |                   |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                        | CreditorNoticeName | Address1                              | Address2                                       | Address3 | City           | State | Zip     | Country        |
|-------------------------------------|--------------------|---------------------------------------|--|----------|----------------|-------|---------|----------------|
| Avelleyra, Michelle                 |                    | Address on File                       |  |          |                |       |         |                |
| Avery, Megan E.                     |                    | Address on File                       |  |          |                |       |         |                |
| Aveva Design ab                     |                    | Ekonomigatan 4                        |  |          | Limhamn        |       | 21613   | Sweden         |
| Avi Gur                             |                    | Address on File                       |  |          |                |       |         |                |
| Avila Cobo, Felipe D.               |                    | Address on File                       |  |          |                |       |         |                |
| Avila Jr., Cesar                    |                    | Address on File                       |  |          |                |       |         |                |
| Avila Jr., Robert F.                |                    | Address on File                       |  |          |                |       |         |                |
| Avila, Cynthia                      |                    | Address on File                       |  |          |                |       |         |                |
| Avila, Jailene                      |                    | Address on File                       |  |          |                |       |         |                |
| Avila, Jennie F.                    |                    | Address on File                       |  |          |                |       |         |                |
| Avila, Megan C.                     |                    | Address on File                       |  |          |                |       |         |                |
| Avila, Rosio J.                     |                    | Address on File                       |  |          |                |       |         |                |
| Avoyelles Parish                    |                    | 221 Tunica Drive West                 |  |          | Marksville     | LA    | 71351   |                |
| AW Billing Service LLC              |                    | 4431 North Dixie Highway              |  |          | Boca Raton     | FL    | 33431   |                |
| Axelsen, Jennifer                   |                    | Address on File                       |  |          |                |       |         |                |
| Axiom Global Inc                    |                    | 3 World Trade Center                  | 50th Floor 175 Greenwich Street                |          | New York       | NY    | 10007   |                |
| Axonify, Inc.                       |                    | 450 Phillip Street                    |  |          | Waterloo       | ON    | N2L5J2  | Canada         |
| Ayala, Gerardo                      |                    | Address on File                       |  |          |                |       |         |                |
| Ayala, Leslee A.                    |                    | Address on File                       |  |          |                |       |         |                |
| Ayala, Zachary S.                   |                    | Address on File                       |  |          |                |       |         |                |
| Aydy Limited                        |                    | Unit 5, Gateway West                  | Luna Place                                     | Dundee   | Angus          |       | DD2 1JU | United Kingdom |
| Aydy Limited                        |                    | Gateway West, Dundee Technology Park, | 5 Luna Pl                                      |          | Dundee         |       | DD2 1XF | United Kingdom |
| Ayers, Darryl T.                    |                    | Address on File                       |  |          |                |       |         |                |
| Ayers, ThomasAustin C.              |                    | Address on File                       |  |          |                |       |         |                |
| Ayitiah, Regina N.                  |                    | Address on File                       |  |          |                |       |         |                |
| Azad, Ali                           |                    | Address on File                       |  |          |                |       |         |                |
| Azani Hassan Abadi, Minuet          |                    | Address on File                       |  |          |                |       |         |                |
| Azarian, Daniel R.                  |                    | Address on File                       |  |          |                |       |         |                |
| Azille, Jamal                       |                    | Address on File                       |  |          |                |       |         |                |
| Azim, Huma                          |                    | Address on File                       |  |          |                |       |         |                |
| Azucena, Matthew                    |                    | Address on File                       |  |          |                |       |         |                |
| AZUROUS, INC. DBA CABEAU            |                    | 21781 Ventura Blvd. #475              |  |          | Woodland Hills | CA    | 91364   |                |
| B&C INDUSTRIES LTD                  |                    | Flat 2504, 25/F., Nanyang Plaza,      | 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong |          | Hong Kong      |       |         | China          |
| B.I.C. Security & Fire              |                    | 1656 Herndon Rd.                      |  |          | Ceres          | CA    | 95037   |                |
| B2b Industrial Products             |                    | 313 S Rohlwing Road                   |  |          | Addison        | IL    | 60101   |                |
| B2B Technology Inc                  |                    | 15600 35th Avenue N                   | Suite 102                                      |          | Plymouth       | MN    | 55446   |                |
| B33 WOODFIELD VILLAGE GREEN III LLC |                    | Two Union Square                      | 601 Union St, Ste 1115                         |          | Seattle        | WA    | 98101   |                |
| B33 Woodfield Village Green III LLC |                    | 601 Union Street Suite 1115           |  |          | Seattle        | WA    | 98101   |                |
| Babbitt, Quincy A.                  |                    | Address on File                       |  |          |                |       |         |                |
| Babcock, Annaleigh                  |                    | Address on File                       |  |          |                |       |         |                |
| Babcock, Karen                      |                    | Address on File                       |  |          |                |       |         |                |
| Babicz, Kimberly A.                 |                    | Address on File                       |  |          |                |       |         |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName  | CreditorNoticeName | Address1             | Address2               | Address3 | City       | State | Zip   | Country |
|---|--------------------|----------------------|------------------------|----------|------------|-------|-------|---------|
| Babineaux, Heather                                      |                    | Address on File      |                        |          |            |       |       |         |
| Babineaux, Michael D.                                   |                    | Address on File      |                        |          |            |       |       |         |
| Bacon, Lizette M.                                       |                    | Address on File      |                        |          |            |       |       |         |
| Badillo, Joseph   |                    | Address on File      |                        |          |            |       |       |         |
| Baez, Jose A.   |                    | Address on File      |                        |          |            |       |       |         |
| Baez, Luis  |                    | Address on File      |                        |          |            |       |       |         |
| Baez, Quail L.  |                    | Address on File      |                        |          |            |       |       |         |
| Baggallini Travel Accessories                           |                    | 1887 SE Milport Road |                        |          | Milwaukie  | OR    | 97222 |         |
| Bahanag, Stephen J.                                     |                    | Address on File      |                        |          |            |       |       |         |
| Bahena, Cindy   |                    | Address on File      |                        |          |            |       |       |         |
| Bahk, Elise M.  |                    | Address on File      |                        |          |            |       |       |         |
| Bahr, Andrea K.   |                    | Address on File      |                        |          |            |       |       |         |
| Bahret, Kevin M.  |                    | Address on File      |                        |          |            |       |       |         |
| Bahr-Nall, Karen S.                                     |                    | Address on File      |                        |          |            |       |       |         |
| Baig, Saanya M.   |                    | Address on File      |                        |          |            |       |       |         |
| Baig, Simra   |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, BreAuna S.                                      |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Crystal   |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Hannah M.                                       |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Jamie   |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Kenneth   |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Latara T.                                       |                    | Address on File      |                        |          |            |       |       |         |
| Bailey, Leittia K.                                      |                    | Address on File      |                        |          |            |       |       |         |
| Bain, Crista  |                    | Address on File      |                        |          |            |       |       |         |
| Bain, Monique S.  |                    | Address on File      |                        |          |            |       |       |         |
| Bains, Aekambeer S.                                     |                    | Address on File      |                        |          |            |       |       |         |
| Baird III, Daniel M.                                    |                    | Address on File      |                        |          |            |       |       |         |
| Baird, Caroline   |                    | Address on File      |                        |          |            |       |       |         |
| Bakare, Ashakun I.                                      |                    | Address on File      |                        |          |            |       |       |         |
| Baker Jr., Damion D.                                    |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Anecia J.  |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Ashley   |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Beth A.  |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Christopher A.                                   |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Donelson, Bearman,<br>Caldwell & Berkowitz, P.C. | Denise Killebrew   | 420 N. 20th St       | 1400 Wells Fargo Tower |          | Birmingham | AL    | 35203 |         |
| Baker, Jason N.   |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Jeanne A.  |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Lindsay  |                    | Address on File      |                        |          |            |       |       |         |
| Baker, Trudi K.   |                    | Address on File      |                        |          |            |       |       |         |
| Baker-Brewster, Dawn                                    |                    | Address on File      |                        |          |            |       |       |         |
| Bakhaya, Ziad   |                    | Address on File      |                        |          |            |       |       |         |
| Balajadia, Tim M.                                       |                    | Address on File      |                        |          |            |       |       |         |
| Balarama, Anil  |                    | Address on File      |                        |          |            |       |       |         |
| Balboa-Birch, Rebecca P.                                |                    | Address on File      |                        |          |            |       |       |         |
| Balcirak, Jennifer                                      |                    | Address on File      |                        |          |            |       |       |         |
| Balcom, Constance                                       |                    | Address on File      |                        |          |            |       |       |         |
| Balcones Recycling                                      |                    | PO Box 679901        |                        |          | Dallas     | TX    | 75267 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                     | CreditorNoticeName                       | Address1                      | Address2  | Address3 | City          | State | Zip     | Country |
|----------------------------------|--|-------------------------------|-----------|----------|---------------|-------|---------|---------|
| Baldenegro, Alfred G.            |  | Address on File               |           |          |               |       |         |         |
| Baldo, Melissa E.                |  | Address on File               |           |          |               |       |         |         |
| Baldwin, Stephanie A.            |  | Address on File               |           |          |               |       |         |         |
| Baleco Inc                       |  | 5530 St-Patrick Unit 1129     |           |          | Montreal      | QC    | H4E 1A8 | Canada  |
| Baleto, Kyle R.                  |  | Address on File               |           |          |               |       |         |         |
| Balgavy, Madeline P.             |  | Address on File               |           |          |               |       |         |         |
| Balgobin, Anthony                |  | Address on File               |           |          |               |       |         |         |
| Baliwag, Alicia S.               |  | Address on File               |           |          |               |       |         |         |
| Balkan Express, LLC              | C/O Compass Funding Solutions LLC        | P.O. Box 205154               |           |          | Dallas        | TX    | 75320   |         |
| Ball, Erin                       |  | Address on File               |           |          |               |       |         |         |
| Ballard Spahr LLP                | Desmond D. Connall, Jr. Esq.             | 300 E. Lombard St, 18th Floor |           |          | Baltimore     | MD    | 21202   |         |
| Ballard, Emma                    |  | Address on File               |           |          |               |       |         |         |
| Ballard, Gregory                 |  | Address on File               |           |          |               |       |         |         |
| Ballestero, Justin               |  | Address on File               |           |          |               |       |         |         |
| Ballqube, Inc.                   |  | 12146 CR 4233W                |           |          | Cushing       | TX    | 75760   |         |
| Bally Block Company              |  | 30 South 7th St               |           |          | Bally         | PA    | 19503   |         |
| Baltimore Gas & Electric Company |  | P.O. Box 1475                 |           |          | Baltimore     | MD    | 21203   |         |
| Ban.do Designs, LLC              |  | 134 Beech Bend Rd             |           |          | Bowling Green | KY    | 42101   |         |
| Banda, Antonio                   |  | Address on File               |           |          |               |       |         |         |
| Banda, Jacob                     |  | Address on File               |           |          |               |       |         |         |
| Banducci, Nicole                 |  | Address on File               |           |          |               |       |         |         |
| Bang, Daniel                     |  | Address on File               |           |          |               |       |         |         |
| Bangalore Guruprasad, Stuthi     |  | Address on File               |           |          |               |       |         |         |
| Bangamwabo, Karimu               |  | Address on File               |           |          |               |       |         |         |
| Baniewicz, Laura D.              |  | Address on File               |           |          |               |       |         |         |
| Bank of America Merrill Lynch    | Merrill Lynch Retirement and Benefit Svs | PO Box 1501 NJ2-140-03-50     |           |          | Pennington    | NJ    | 08534   |         |
| Bank One, Texas, NA as Agent     |  | 1717 Main St                  | 3rd Floor |          | Dallas        | TX    | 75201   |         |
| Bankasingh, Dylan                |  | Address on File               |           |          |               |       |         |         |
| Bankhead, Kendall E.             |  | Address on File               |           |          |               |       |         |         |
| Banks Sr., Maurice               |  | Address on File               |           |          |               |       |         |         |
| Banks, Carolyne D.               |  | Address on File               |           |          |               |       |         |         |
| Banks, Dillion J.                |  | Address on File               |           |          |               |       |         |         |
| Banks, Shawna M.                 |  | Address on File               |           |          |               |       |         |         |
| Banks, Sheila Y.                 |  | Address on File               |           |          |               |       |         |         |
| Bannon, Brayden N.               |  | Address on File               |           |          |               |       |         |         |
| Banton, Eric                     |  | Address on File               |           |          |               |       |         |         |
| Banuelos, Denise                 |  | Address on File               |           |          |               |       |         |         |
| Baptista, Maria P.               |  | Address on File               |           |          |               |       |         |         |
| Baptiste, Audley                 |  | Address on File               |           |          |               |       |         |         |
| Barajas, Anthony M.              |  | Address on File               |           |          |               |       |         |         |
| Barajas, Kate                    |  | Address on File               |           |          |               |       |         |         |
| Baraoidan, Shanae                |  | Address on File               |           |          |               |       |         |         |
| Barb, Yolanda                    |  | Address on File               |           |          |               |       |         |         |
| BARBARA JANE DISHNER             |  | Address on File               |           |          |               |       |         |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName | Address1                 | Address2 | Address3 | City           | State | Zip   | Country |
|-------------------------------|--------------------|--------------------------|----------|----------|----------------|-------|-------|---------|
| Barbara Sanel                 |                    | Address on File          |          |          |                |       |       |         |
| Barbara Zia                   |                    | Address on File          |          |          |                |       |       |         |
| Barber, Nkwanta K.            |                    | Address on File          |          |          |                |       |       |         |
| Barberena, Eduardo            |                    | Address on File          |          |          |                |       |       |         |
| Barbosa Rueda, Juan B.        |                    | Address on File          |          |          |                |       |       |         |
| Barbosa, Jonathan             |                    | Address on File          |          |          |                |       |       |         |
| Barbour, David R.             |                    | Address on File          |          |          |                |       |       |         |
| Barclay, Kayla A.             |                    | Address on File          |          |          |                |       |       |         |
| Bardes Products Inc.          |                    | 5245 W. Clinton Ave.     |          |          | Milwaukee      | WI    | 53223 |         |
| Bare Associates International |                    | 9990 Fairfax Boulevard   |          |          | Fairfax        | VA    | 22030 |         |
| BAREBONES                     |                    | 1215 Wilmington Ave #140 |          |          | Salt Lake City | UT    | 84106 |         |
| Barebones Systems, LLC        |                    | 1215 E Wilmington Ave    |          |          | Salt Lake City | UT    | 84106 |         |
| Bareihns, Hanna L.            |                    | Address on File          |          |          |                |       |       |         |
| Bargas, Elizabeth             |                    | Address on File          |          |          |                |       |       |         |
| Barker-Arch, Alexxis G.       |                    | Address on File          |          |          |                |       |       |         |
| Barnes, Darence J.            |                    | Address on File          |          |          |                |       |       |         |
| Barnes, Kristina A.           |                    | Address on File          |          |          |                |       |       |         |
| Barnes, Williamina T.         |                    | Address on File          |          |          |                |       |       |         |
| Barnet, Lisa A.               |                    | Address on File          |          |          |                |       |       |         |
| Barnhart, Cassidy             |                    | Address on File          |          |          |                |       |       |         |
| Barnhart, Kelsey N.           |                    | Address on File          |          |          |                |       |       |         |
| Barot, Sandip H.              |                    | Address on File          |          |          |                |       |       |         |
| Barr, Megan                   |                    | Address on File          |          |          |                |       |       |         |
| Barrachina, Elena             |                    | Address on File          |          |          |                |       |       |         |
| Barragan, Jennifer            |                    | Address on File          |          |          |                |       |       |         |
| Barratt, Justin E.            |                    | Address on File          |          |          |                |       |       |         |
| Barreca, Jesseca M.           |                    | Address on File          |          |          |                |       |       |         |
| Barrera, Jennifer V.          |                    | Address on File          |          |          |                |       |       |         |
| Barrera, Karina               |                    | Address on File          |          |          |                |       |       |         |
| Barrera, Rafael H.            |                    | Address on File          |          |          |                |       |       |         |
| Barrera, Sarai                |                    | Address on File          |          |          |                |       |       |         |
| Barreto, Tatiane              |                    | Address on File          |          |          |                |       |       |         |
| Barrett, Karsten K.           |                    | Address on File          |          |          |                |       |       |         |
| Barrio, Rudy                  |                    | Address on File          |          |          |                |       |       |         |
| Barrios, Ricardo A.           |                    | Address on File          |          |          |                |       |       |         |
| Barron, Isaac W.              |                    | Address on File          |          |          |                |       |       |         |
| Barron, Josephine D.          |                    | Address on File          |          |          |                |       |       |         |
| Barron, Julia E.              |                    | Address on File          |          |          |                |       |       |         |
| Barroso, Julio                |                    | Address on File          |          |          |                |       |       |         |
| Barrow, Beverly               |                    | Address on File          |          |          |                |       |       |         |
| Barry, Leanne J.              |                    | Address on File          |          |          |                |       |       |         |
| Barry, Mamadou B.             |                    | Address on File          |          |          |                |       |       |         |
| Barsetti Bright, Dakota       |                    | Address on File          |          |          |                |       |       |         |
| Bartelli, Nicholas R.         |                    | Address on File          |          |          |                |       |       |         |
| Barthelemy, Waikhell J.       |                    | Address on File          |          |          |                |       |       |         |
| Bartley, Kathleen A.          |                    | Address on File          |          |          |                |       |       |         |
| Bartley-Murashige, Babette    |                    | Address on File          |          |          |                |       |       |         |
| Barto, Yvette                 |                    | Address on File          |          |          |                |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName             | CreditorNoticeName | Address1                         | Address2        | Address3 | City            | State | Zip     | Country |
|--------------------------|--------------------|----------------------------------|-----------------|----------|-----------------|-------|---------|---------|
| Bartoldus, Michael       |                    | Address on File                  |                 |          |                 |       |         |         |
| Barton, Heidi E.         |                    | Address on File                  |                 |          |                 |       |         |         |
| Barton, Jarilyn R.       |                    | Address on File                  |                 |          |                 |       |         |         |
| Barton-Kent, Christopher |                    | Address on File                  |                 |          |                 |       |         |         |
| Basa, Judegar H.         |                    | Address on File                  |                 |          |                 |       |         |         |
| BASE 4 GROUP INC.        |                    | 4393 SUNBELT DR                  |                 |          | addision        | TX    | 75001   |         |
| Base4 Ventures, LLC      |                    | 4393 Sunbelt Drive               |                 |          | Addison         | TX    | 75001   |         |
| Base4 Ventures, LLC      |                    | P.O. Box 4869                    | Department #259 |          | Houston         | TX    | 77210   |         |
| Basel, Jennifer L.       |                    | Address on File                  |                 |          |                 |       |         |         |
| BASIC FUN, INC           |                    | 301 Yamato Rd.                   | Suite 4200      |          | Boca Raton      | FL    | 33431   |         |
| BASIC FUN, INC           |                    | 2050 N STEMMONS FWY<br>SUITE 439 |                 |          | DALLAS          | TX    | 75027   |         |
| Basic Fun, Inc.          |                    | 1801 W. Olympic Blvd.            | File 2216       |          | Pasadena        | CA    | 91199   |         |
| Basurto-Lopez, Julian M. |                    | Address on File                  |                 |          |                 |       |         |         |
| Batana, Abigail          |                    | Address on File                  |                 |          |                 |       |         |         |
| Batchelor, Allison K.    |                    | Address on File                  |                 |          |                 |       |         |         |
| Bates, Heidi L.          |                    | Address on File                  |                 |          |                 |       |         |         |
| Bates, Lori              |                    | Address on File                  |                 |          |                 |       |         |         |
| Batista, Javier          |                    | Address on File                  |                 |          |                 |       |         |         |
| Batmangelich, Robyn      |                    | Address on File                  |                 |          |                 |       |         |         |
| Batoon, Allaiassa        |                    | Address on File                  |                 |          |                 |       |         |         |
| Batri, Aline             |                    | Address on File                  |                 |          |                 |       |         |         |
| Batsell, Tamara          |                    | Address on File                  |                 |          |                 |       |         |         |
| BATTEN INDUSTRIES INC.   |                    | #114, 2455 Dollarton Hwy.        |                 |          | Vancouver       | BC    | V7H 0A2 | Canada  |
| Batten, Chelsea A.       |                    | Address on File                  |                 |          |                 |       |         |         |
| Battistini, Joy A.       |                    | Address on File                  |                 |          |                 |       |         |         |
| Battle I, Jordan         |                    | Address on File                  |                 |          |                 |       |         |         |
| Battle, Isaiah           |                    | Address on File                  |                 |          |                 |       |         |         |
| Battle, Toney            |                    | Address on File                  |                 |          |                 |       |         |         |
| Batz, Rosa M.            |                    | Address on File                  |                 |          |                 |       |         |         |
| Baucum, Aaron            |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauder, Michael          |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauer, Coletta M.        |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauer, Michael C.        |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauer, Victoria L.       |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauman, Kenneth          |                    | Address on File                  |                 |          |                 |       |         |         |
| Bauman, Lauren M.        |                    | Address on File                  |                 |          |                 |       |         |         |
| Baumann, Melissa S.      |                    | Address on File                  |                 |          |                 |       |         |         |
| Baumbach, Kimberlee      |                    | Address on File                  |                 |          |                 |       |         |         |
| Bautista Jr., Jose L.    |                    | Address on File                  |                 |          |                 |       |         |         |
| Bautista, Charmaine K.   |                    | Address on File                  |                 |          |                 |       |         |         |
| Bautista, Juan           |                    | Address on File                  |                 |          |                 |       |         |         |
| Bautista, Karina         |                    | Address on File                  |                 |          |                 |       |         |         |
| Bautista, Ma Ludivina E. |                    | Address on File                  |                 |          |                 |       |         |         |
| Bavu, Lauren             |                    | Address on File                  |                 |          |                 |       |         |         |
| BAW Plastics, Inc.       |                    | 2148 Century Drive               |                 |          | Jefferson Hills | PA    | 15025   |         |
| Baxley, Natalie M.       |                    | Address on File                  |                 |          |                 |       |         |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                              | CreditorNoticeName            | Address1                            | Address2                     | Address3 | City              | State | Zip        | Country |
|---|-------------------------------|-------------------------------------|------------------------------|----------|-------------------|-------|------------|---------|
| Baybrook LPC, LLC                         | Attn Law/Lease Administration | c/o General Growth Properties, Inc. | 110 North Wacker Drive       |          | Chicago           | IL    | 60606      |         |
| Baybrook LPC, LLC                         |                               | PO Box 860414                       |                              |          | Minneapolis       | MN    | 55486      |         |
| Bayer Properties, L.L.C.                  | General Counsel               | 2200 Magnolia Street South          | Suite 101                    |          | Birmingham        | AL    | 35205      |         |
| Baylis, Derrick                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Baylor, Nigel O.                          |                               | Address on File                     |                              |          |                   |       |            |         |
| Baylor, Robert                            |                               | Address on File                     |                              |          |                   |       |            |         |
| Baysic, Haley J.                          |                               | Address on File                     |                              |          |                   |       |            |         |
| Bayside Commercial Building Services, LLC |                               | 1050 Hardees Drive                  | Suite A                      |          | Aberdeen          | MD    | 21001      |         |
| Bazan, Marissa S.                         |                               | Address on File                     |                              |          |                   |       |            |         |
| Be Home Inc.                              |                               | 1065 Broadway Ave.                  |                              |          | San Pablo         | CA    | 94806      |         |
| Beaba USA                                 |                               | 555 8th Ave.                        | Room 2210                    |          | New York          | NY    | 10018      |         |
| Beaba USA                                 |                               | 555 8TH AVENUE, SUITE 2210          |                              |          | NEW YORK          | NY    | 10018      |         |
| Beach, Nancy R.                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Beachwood Place Lifestyle LLC             |                               | PO Box 860424                       |                              |          | Minneapolis       | MN    | 55486-0424 |         |
| Bealer, La Niya D.                        |                               | Address on File                     |                              |          |                   |       |            |         |
| Beall, Rema                               |                               | Address on File                     |                              |          |                   |       |            |         |
| Beaman, Olympia Y.                        |                               | Address on File                     |                              |          |                   |       |            |         |
| Bear Down Brands, LLC.                    |                               | 2803 S. Yale Street                 |                              |          | Santa Ana         | CA    | 92704      |         |
| Beard, Ian                                |                               | Address on File                     |                              |          |                   |       |            |         |
| Bearden, Rebecca                          |                               | Address on File                     |                              |          |                   |       |            |         |
| Beardsley, Leanne T.                      |                               | Address on File                     |                              |          |                   |       |            |         |
| Bearss, Rebecca N.                        |                               | Address on File                     |                              |          |                   |       |            |         |
| Beast Health, LLC                         |                               | 1501 Umeo Road                      |                              |          | Pacific Palisades | CA    | 90272      |         |
| Beaty, Cindy M.                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Beauchamp, Kimberlee K.                   |                               | Address on File                     |                              |          |                   |       |            |         |
| Beauregard Parish Sheriff Office          |                               | PO Box 639                          |                              |          | DeRidder          | LA    | 70634      |         |
| Beausejour, Debora                        |                               | Address on File                     |                              |          |                   |       |            |         |
| Beautone Co., Ltd                         |                               | 7199 S Longe Street                 | US                           |          | Stockton          | CA    | 95206      |         |
| BEAUTONE CO.,LTD                          |                               | 6F., No. 7, Ln. 365, Sec.1,         | Zhongyang Rd., Tucheng Dist. |          | New Taipei City   |       | 23665      | Taiwan  |
| Beazley Claims Services                   |                               | 30 Batterson Park Road              |                              |          | Farmington        | CT    | 06032      |         |
| Beck, Daphne D.                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Beck, Renee                               |                               | Address on File                     |                              |          |                   |       |            |         |
| Beck, Sean L.                             |                               | Address on File                     |                              |          |                   |       |            |         |
| Beck, Taylor A.                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Beckenbaugh, Natalie                      |                               | Address on File                     |                              |          |                   |       |            |         |
| Becker, Jean                              |                               | Address on File                     |                              |          |                   |       |            |         |
| Beckett, Joanna T.                        |                               | Address on File                     |                              |          |                   |       |            |         |
| Beckham, Phallon J.                       |                               | Address on File                     |                              |          |                   |       |            |         |
| Becton, Carol                             |                               | Address on File                     |                              |          |                   |       |            |         |
| Bedford, Brittany                         |                               | Address on File                     |                              |          |                   |       |            |         |
| Bednarska, Ewa                            |                               | Address on File                     |                              |          |                   |       |            |         |
| Bee Organized Seattle Inc                 |                               | 4420 47th Avenue SW                 |                              |          | Seattle           | WA    | 98116      |         |
| Bee Organized, LLC                        |                               | 5750 W. 95th Street                 | Suite 125                    |          | Overland Park     | KS    | 66207      |         |
| Beeler, Michael                           |                               | Address on File                     |                              |          |                   |       |            |         |
| Been, Alexander                           |                               | Address on File                     |                              |          |                   |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                    | CreditorNoticeName  | Address1                      | Address2                     | Address3 | City          | State | Zip     | Country |
|---------------------------------|---------------------|-------------------------------|------------------------------|----------|---------------|-------|---------|---------|
| Bees Wrap, LLC                  |                     | 383 Exchange St               |                              |          | Middlebury    | VT    | 05753   |         |
| Beesinger, Justin W.            |                     | Address on File               |                              |          |               |       |         |         |
| Beeten-Kingery, Tara L.         |                     | Address on File               |                              |          |               |       |         |         |
| Begay, Justin A.                |                     | Address on File               |                              |          |               |       |         |         |
| Begg, Christopher J.            |                     | Address on File               |                              |          |               |       |         |         |
| Behrer, Jessica                 |                     | Address on File               |                              |          |               |       |         |         |
| Beijerling, Joshua              |                     | Address on File               |                              |          |               |       |         |         |
| Beire, Arthur D.                |                     | Address on File               |                              |          |               |       |         |         |
| Belcher, Sara M.                |                     | Address on File               |                              |          |               |       |         |         |
| Belden, Zachary L.              |                     | Address on File               |                              |          |               |       |         |         |
| Belfort, Christie A.            |                     | Address on File               |                              |          |               |       |         |         |
| Belinda Perry                   |                     | Address on File               |                              |          |               |       |         |         |
| BELKIN                          |                     | 555 S. Aviation Blvd. Ste.180 |                              |          | El Segundo    | CA    | 90245   |         |
| Bell, Armiyel K.                |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Ayana C.                  |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Crinan                    |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Dante A.                  |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Dre Shawna                |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Ema                       | Evan J. Smith, Esq. | Law Offices Brodsky Smith     | 9465 Wilshire Blvd., Ste 300 |          | Beverly Hills | CA    | 90212   |         |
| Bell, Jamaal                    |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Kathy                     |                     | Address on File               |                              |          |               |       |         |         |
| Bell, LaQuisha                  |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Molly                     |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Sequoia                   |                     | Address on File               |                              |          |               |       |         |         |
| Bell, Shayla                    |                     | Address on File               |                              |          |               |       |         |         |
| Bellows, Olivia J.              |                     | Address on File               |                              |          |               |       |         |         |
| Belmont III, Daniel J.          |                     | Address on File               |                              |          |               |       |         |         |
| Belnap, Spencer W.              |                     | Address on File               |                              |          |               |       |         |         |
| Belote, Kaitlyn N.              |                     | Address on File               |                              |          |               |       |         |         |
| Below0Day LLC                   |                     | 3716 Havenwood Ct             |                              |          | Jackson       | WI    | 53037   |         |
| Ben Lapchik Brands              |                     | 4210 Nautilus Drive           |                              |          | Miami Beach   | FL    | 33140   |         |
| BEN LAPCHIK BRANDS(WRINKLE WIZ) |                     | 4210 Nautilus Dr.             |                              |          | Miami Beach   | FL    | 33140   |         |
| Benard, Carly A.                |                     | Address on File               |                              |          |               |       |         |         |
| Benard, Michael J.              |                     | Address on File               |                              |          |               |       |         |         |
| Benavides, Sarah                |                     | Address on File               |                              |          |               |       |         |         |
| Benchmark Fasteners, Inc        |                     | 270 COMMONWEALTH DRIVE        |                              |          | CAROL STREAM  | IL    | 60188   |         |
| Benda, Daniel                   |                     | Address on File               |                              |          |               |       |         |         |
| Bendin, Catherine K.            |                     | Address on File               |                              |          |               |       |         |         |
| Bendon, Timothy J.              |                     | Address on File               |                              |          |               |       |         |         |
| Benedict, Judith G.             |                     | Address on File               |                              |          |               |       |         |         |
| Benevity, Inc                   |                     | #700, 611 Meredith Road NE    |                              |          | Calgary       | AB    | T2E 2W5 | Canada  |
| Benford, Isiah I.               |                     | Address on File               |                              |          |               |       |         |         |
| Bengtson, Nancy C.              |                     | Address on File               |                              |          |               |       |         |         |
| Bengtzen, Aiyanna               |                     | Address on File               |                              |          |               |       |         |         |
| Benhoff, Melissa                |                     | Address on File               |                              |          |               |       |         |         |
| Beningfield, Sharon D.          |                     | Address on File               |                              |          |               |       |         |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                   | CreditorNoticeName | Address1                        | Address2 | Address3 | City        | State | Zip        | Country |
|--|--------------------|---------------------------------|----------|----------|-------------|-------|------------|---------|
| Benitez, Catherine                             |                    | Address on File                 |          |          |             |       |            |         |
| Benitez, Marian Y.                             |                    | Address on File                 |          |          |             |       |            |         |
| Benjamin, Antyonique B.                        |                    | Address on File                 |          |          |             |       |            |         |
| Bennet, Scott A.                               |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, Ebonee                                |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, GERALYN M.                            |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, James T.                              |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, Lana                                  |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, Mark L.                               |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, Michelle                              |                    | Address on File                 |          |          |             |       |            |         |
| Bennett, Priscilla A.                          |                    | Address on File                 |          |          |             |       |            |         |
| Bennington, Joseph H.                          |                    | Address on File                 |          |          |             |       |            |         |
| Bens Garden                                    |                    | 260 MADISON AVENUE              |          |          | NEW YORK    | NY    | 10016      |         |
| BENS GARDEN                                    |                    | 141 MAIN STREET                 |          |          | STONY BROOK | NY    | 11790      |         |
| Benson, Parker W.                              |                    | Address on File                 |          |          |             |       |            |         |
| Bent, Nicholas                                 |                    | Address on File                 |          |          |             |       |            |         |
| Bentley, Carmony                               |                    | Address on File                 |          |          |             |       |            |         |
| Benton, Shaila                                 |                    | Address on File                 |          |          |             |       |            |         |
| Benz, Hanna M.                                 |                    | Address on File                 |          |          |             |       |            |         |
| Benzmiller, Monica                             |                    | Address on File                 |          |          |             |       |            |         |
| Berez, Janet E.                                |                    | Address on File                 |          |          |             |       |            |         |
| Berg, Jonathan M.                              |                    | Address on File                 |          |          |             |       |            |         |
| Berg, Tricia                                   |                    | Address on File                 |          |          |             |       |            |         |
| Berger Engineering Company                     |                    | 10900 Shady Trail               |          |          | Dallas      | TX    | 75220      |         |
| Berger, Jason                                  |                    | Address on File                 |          |          |             |       |            |         |
| Berkeley Research Group                        |                    | 425 Lexington Avenue            |          |          | New York    | NY    | 10016      |         |
| Berkman, Matthew A.                            |                    | Address on File                 |          |          |             |       |            |         |
| Berkshire Hathaway Specialty Insurance Company |                    | 1314 Douglas Street, Suite 1400 |          |          | Omaha       | NE    | 68102-1944 |         |
| Bermea, Desiree N.                             |                    | Address on File                 |          |          |             |       |            |         |
| Bermea, Justin A.                              |                    | Address on File                 |          |          |             |       |            |         |
| Bermudez, Sharlet F.                           |                    | Address on File                 |          |          |             |       |            |         |
| Bernal, Addison                                |                    | Address on File                 |          |          |             |       |            |         |
| Bernal, David                                  |                    | Address on File                 |          |          |             |       |            |         |
| Bernalillo County Treasurer                    | Nancy M. Bearce    | PO Box 27800                    |          |          | Albuquerque | NM    | 87125-7800 |         |
| Bernalillo County Treasurer                    |                    | PO Box 27800                    |          |          | Albuquerque | NM    | 87125-7800 |         |
| Bernard, Jill                                  |                    | Address on File                 |          |          |             |       |            |         |
| Berner, Charlene                               |                    | Address on File                 |          |          |             |       |            |         |
| Bernstein, Alec L.                             |                    | Address on File                 |          |          |             |       |            |         |
| Bernstein, Jill E.                             |                    | Address on File                 |          |          |             |       |            |         |
| Bernstein, Mel                                 |                    | Address on File                 |          |          |             |       |            |         |
| Berrios, Jacqueline A.                         |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Aeris                                   |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Charlotte N.                            |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Kara L.                                 |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Sarah                                   |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Sharnice                                |                    | Address on File                 |          |          |             |       |            |         |
| Berry, Tai J.                                  |                    | Address on File                 |          |          |             |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName                 | Address1                                     | Address2                | Address3 | City             | State | Zip        | Country |
|----------------------------------|------------------------------------|--|-------------------------|----------|------------------|-------|------------|---------|
| Bersano, Ashley A.               |                                    | Address on File                              |                         |          |                  |       |            |         |
| Berteotti, Michael               |                                    | Address on File                              |                         |          |                  |       |            |         |
| Berthulien, Joel K.              |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bertram, Madeline G.             |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bertram, Maristella              |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bertrand, Tracy R.               |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bertuglia, Lynn E.               |                                    | Address on File                              |                         |          |                  |       |            |         |
| BERWICK INDUSTRIES, INC.         |                                    | 54 Glenmaura National Blvd                   |                         |          | Moosic           | PA    | 18507      |         |
| BERWICK INDUSTRIES, INC.         |                                    | 223 1st Avenue SE                            |                         |          | Clara City       | MN    | 56222      |         |
| Berwick Industries, Inc.         |                                    | P.O. Box 734371                              |                         |          | Chicago          | IL    | 60673-4371 |         |
| Berwin, Dyana                    |                                    | Address on File                              |                         |          |                  |       |            |         |
| Beseke, Nevaeh                   |                                    | Address on File                              |                         |          |                  |       |            |         |
| Besmer, Kristine                 |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bessellieu, Viva C.              |                                    | Address on File                              |                         |          |                  |       |            |         |
| Best Press, Inc.                 |                                    | 4201 Airborn Dr                              |                         |          | Addison          | TX    | 75001      |         |
| Best Version Media LLC           |                                    | 19355 Janacek Ct                             |                         |          | Brookfield       | WI    | 53045      |         |
| Betancourt, Isabel B.            |                                    | Address on File                              |                         |          |                  |       |            |         |
| Beteet, Christian                |                                    | Address on File                              |                         |          |                  |       |            |         |
| Beth Ford, Pima County Treasurer | Pima County Treasurers Office      | PO Box 29011                                 |                         |          | Phoenix          | AZ    | 85038      |         |
| Beth Ford, Pima County Treasurer |                                    | PO Box 29011                                 |                         |          | Phoenix          | AZ    | 85038      |         |
| BETH GONZALEZ                    |                                    | Address on File                              |                         |          |                  |       |            |         |
| BETHENA LINN GONZALEZ            |                                    | Address on File                              |                         |          |                  |       |            |         |
| Betsinger, Michael A.            |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bettencourt, Bryan W.            |                                    | Address on File                              |                         |          |                  |       |            |         |
| Better Housewares                |                                    | 25-12 41st Avenue                            |                         |          | Long Island City | NY    | 11101      |         |
| Bettters, Kevin W.               |                                    | Address on File                              |                         |          |                  |       |            |         |
| Betts, Renee S.                  |                                    | Address on File                              |                         |          |                  |       |            |         |
| Betty Scott                      |                                    | Address on File                              |                         |          |                  |       |            |         |
| Betty Scott                      |                                    | Address on File                              |                         |          |                  |       |            |         |
| Betz, Maureen E.                 |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bevacqua, Jennifer A.            |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bevilacqua, William F.           |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bexar County                     | Tax Assessor-Collector             | PO Box 2903                                  |                         |          | San Antonio      | TX    | 78299-2903 |         |
| Bexar County                     |                                    | PO Box 2903                                  |                         |          | San Antonio      | TX    | 78299-2903 |         |
| Bezot, Alexandria                |                                    | Address on File                              |                         |          |                  |       |            |         |
| BG Staffing LLC (BGSF)           |                                    | P.O. Box 660282                              |                         |          | Dallas           | TX    | 75266      |         |
| BGE                              | Baltimore Gas and Electric Company | 2 Center Plaza                               | 110 West Fayette Street |          | Baltimore        | MD    | 21201-3708 |         |
| BGE                              |                                    | P.O. Box 13070                               |                         |          | PHILADELPHIA     | PA    | 19101-3070 |         |
| Bhakta, Priti K.                 |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bharrat, Jenelle A.              |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bhatia, Malik A.                 |                                    | Address on File                              |                         |          |                  |       |            |         |
| Bhavsar, Vimal D.                |                                    | Address on File                              |                         |          |                  |       |            |         |
| BHF INTERNATIONAL LIMITED        |                                    | 214 West 39th Street                         | 12th Floor              |          | New York         | NY    | 10018      |         |
| BHF INTERNATIONAL LIMITED        |                                    | Unit B, 7/F, Rich Wealth Industrial Building | 77-87 Wang Lung Street  |          | Hong Kong        |       | 00000      | China   |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                        | CreditorNoticeName | Address1                                 | Address2                     | Address3  | City           | State | Zip        | Country        |
|-------------------------------------|--------------------|--|------------------------------|-----------|----------------|-------|------------|----------------|
| BHF INTERNATIONAL LIMITED           |                    | UNIT B, 7/F, RICHEWALTH BLDG,            | 77-87 WANGLUNG STREET        | TSUEN WAN | HONG KONG      |       |            | China          |
| Bhumi Patel                         |                    | Address on File                          |                              |           |                |       |            |                |
| Bhushan, Bharat                     |                    | Address on File                          |                              |           |                |       |            |                |
| Bianco, Emily E.                    |                    | Address on File                          |                              |           |                |       |            |                |
| Biche, Kristin A.                   |                    | Address on File                          |                              |           |                |       |            |                |
| BICO INTERNATIONAL CO., LTD.        |                    | Fl. 4-1, No. 123, Section 4, Pa-Teh Road |                              |           | TAIPEI         |       | 10561      | Taiwan         |
| Bien, Michelle                      |                    | Address on File                          |                              |           |                |       |            |                |
| Bieneman, Heather M.                |                    | Address on File                          |                              |           |                |       |            |                |
| Bienville Parish School Board       |                    | P.O. Box 746                             |                              |           | Arcadia        | LA    | 71001      |                |
| Bierbauer, Michael J.               |                    | Address on File                          |                              |           |                |       |            |                |
| Biesse America, Inc                 |                    | Po Box 19849                             |                              |           | Charlotte      | NC    | 28219      |                |
| Biesse America, Inc                 |                    | 4110 Meadow Oak Drive                    |                              |           | Charlotte      | NC    | 28208      |                |
| Big Sky Professional Organizing LLC |                    | 2497 Thoroughbred Lane                   |                              |           | Bozeman        | MT    | 59718      |                |
| Bigelow, Nadia                      |                    | Address on File                          |                              |           |                |       |            |                |
| Bigman, Dana L.                     |                    | Address on File                          |                              |           |                |       |            |                |
| BIGSO AB                            |                    | Box 73                                   | Tallgolsgatan 4              |           | Nybro          |       | 382 21     | Sweden         |
| Bih, Mirabel                        |                    | Address on File                          |                              |           |                |       |            |                |
| Bill Logan                          |                    | Address on File                          |                              |           |                |       |            |                |
| Bill Madigan                        |                    | Address on File                          |                              |           |                |       |            |                |
| Biller, Julie A.                    |                    | Address on File                          |                              |           |                |       |            |                |
| Billups-Fox, Jazmine A.             |                    | Address on File                          |                              |           |                |       |            |                |
| Billy Moran                         |                    | Address on File                          |                              |           |                |       |            |                |
| BILT Incorporated                   |                    | 1000 Nolen Dr. #400                      |                              |           | Grapevine      | TX    | 76051      |                |
| Binder, Robert P.                   |                    | Address on File                          |                              |           |                |       |            |                |
| Binder, Robert T.                   |                    | Address on File                          |                              |           |                |       |            |                |
| Binford, James A.                   |                    | Address on File                          |                              |           |                |       |            |                |
| Bingham, Janelle                    |                    | Address on File                          |                              |           |                |       |            |                |
| Binkley, Paula E.                   |                    | Address on File                          |                              |           |                |       |            |                |
| BIOM INNOVATIONS INC.               |                    | 132 East Bay Street                      | Second Floor                 |           | charleston     | SC    | 29401      |                |
| Biom Innovations, Inc.              |                    | 2303 W. 11th Street                      |                              |           | Wilmington     | DE    | 19805      |                |
| Birdine, Christopher                |                    | Address on File                          |                              |           |                |       |            |                |
| BIRDTALES, LLC/ CLEAN GIRL TRAVELER |                    | 522 Bismark Rd NE                        |                              |           | Atlanta        | GA    | 30324      |                |
| Bisco Enterprise, Inc.              |                    | 550 Albion Avenue                        | Suite 40                     |           | Schaumburg     | IL    | 60193      |                |
| Biscuit Filmworks                   |                    | 7026 Santa Monica Blvd                   |                              |           | West Hollywood | CA    | 90038-1012 |                |
| Bisember, Sunita                    |                    | Address on File                          |                              |           |                |       |            |                |
| Bishop, Sarah K.                    |                    | Address on File                          |                              |           |                |       |            |                |
| BISLEY                              |                    | Caswell Way                              | Reevesland Industrial Estate | Newport   | South Wales    |       | NP19 4PW   | United Kingdom |
| BISOU BAR INC.                      |                    | 1010 Richards St.                        |                              |           | Vancouver      | BC    | V6B 1G2    | Canada         |
| BISOU BAR INC.                      |                    | 14 Eugene St.                            |                              |           | North York     | ON    | M6B 3Z4    | Canada         |
| Bisrat, Betelhem S.                 |                    | Address on File                          |                              |           |                |       |            |                |
| Bisrat, Mikias S.                   |                    | Address on File                          |                              |           |                |       |            |                |
| Bit By Bit Organizing LLC           |                    | 7627 Aspen Park                          |                              |           | San Antonio    | TX    | 78249      |                |
| Bitterman, Benjamin                 |                    | Address on File                          |                              |           |                |       |            |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

Served via First Class Mail

| CreditorName                   | CreditorNoticeName      | Address1                    | Address2   | Address3 | City          | State | Zip        | Country |
|--------------------------------|-------------------------|-----------------------------|------------|----------|---------------|-------|------------|---------|
| Black, Jaden                   |                         | Address on File             |            |          |               |       |            |         |
| Black, Reemi                   |                         | Address on File             |            |          |               |       |            |         |
| Black, Teresa M.               |                         | Address on File             |            |          |               |       |            |         |
| Black-Grimmett, Julia M.       |                         | Address on File             |            |          |               |       |            |         |
| Blackhawk Engagement Solutions |                         | PO Box 936199               |            |          | Atlanta       | GA    | 31193      |         |
| Blackhawk Engagement Solutions |                         | 6220 Stoneridge Mall Road   |            |          | Pleasanton    | CA    | 94588      |         |
| Blackmon, Nicholas             |                         | Address on File             |            |          |               |       |            |         |
| Blackmon, Timothy E.           |                         | Address on File             |            |          |               |       |            |         |
| Blackmon, Turkessa             |                         | Address on File             |            |          |               |       |            |         |
| Blair Jr., Samuel              |                         | Address on File             |            |          |               |       |            |         |
| Blair, Douglas H.              |                         | Address on File             |            |          |               |       |            |         |
| Blair, Jarel                   |                         | Address on File             |            |          |               |       |            |         |
| Blaisdell, Amy                 |                         | Address on File             |            |          |               |       |            |         |
| Blaisdell, Michelle E.         |                         | Address on File             |            |          |               |       |            |         |
| BLAKE DEADWICK GROUP LLC       |                         | Address on File             |            |          |               |       |            |         |
| Blake Jr., Hilton              |                         | Address on File             |            |          |               |       |            |         |
| Blake, Cerita                  |                         | Address on File             |            |          |               |       |            |         |
| Blake, Christine G.            |                         | Address on File             |            |          |               |       |            |         |
| Blake, Destiny                 |                         | Address on File             |            |          |               |       |            |         |
| Blake, Francine                |                         | Address on File             |            |          |               |       |            |         |
| Blake, Karen E.                |                         | Address on File             |            |          |               |       |            |         |
| Blake, Madison M.              |                         | Address on File             |            |          |               |       |            |         |
| Blake, Marquita                |                         | Address on File             |            |          |               |       |            |         |
| Blake, Shari D.                |                         | Address on File             |            |          |               |       |            |         |
| Blakney, Deborah J.            |                         | Address on File             |            |          |               |       |            |         |
| Blalock, Christopher W.        |                         | Address on File             |            |          |               |       |            |         |
| Blanchfield, Ethan G.          |                         | Address on File             |            |          |               |       |            |         |
| Blanco, Carlos A.              |                         | Address on File             |            |          |               |       |            |         |
| Blanco, George V.              |                         | Address on File             |            |          |               |       |            |         |
| Blanco, Keylin                 |                         | Address on File             |            |          |               |       |            |         |
| Bland, Christian M.            |                         | Address on File             |            |          |               |       |            |         |
| Bland, Lauren A.               |                         | Address on File             |            |          |               |       |            |         |
| Blando, John P.                |                         | Address on File             |            |          |               |       |            |         |
| Blank, Nadine                  |                         | Address on File             |            |          |               |       |            |         |
| Blankenship, Charles B.        |                         | Address on File             |            |          |               |       |            |         |
| Blankenship, Lee A.            |                         | Address on File             |            |          |               |       |            |         |
| Blanks Printing & Imaging      |                         | 2343 N. Beckley             |            |          | Dallas        | TX    | 75208      |         |
| Blasingame, Julie M.           |                         | Address on File             |            |          |               |       |            |         |
| Blea, Lauren                   |                         | Address on File             |            |          |               |       |            |         |
| BlendJet Inc.                  |                         | 535 Getty Court, Suite A    |            |          | Benicia       | CA    | 94510      |         |
| Blocherer, Adam J.             |                         | Address on File             |            |          |               |       |            |         |
| Block Jr., Larry               |                         | Address on File             |            |          |               |       |            |         |
| Block, Inc.                    |                         | 1455 Market Street          | Suite 600  |          | San Francisco | CA    | 94103      |         |
| Blomquist, Sebastian           |                         | Address on File             |            |          |               |       |            |         |
| Bloodworth Carroll, P.C.       | Laurie A. Carroll, Esq. | 10000 N. Central Expressway | Suite 1050 |          | Dallas        | TX    | 75231      |         |
| Bloomfield, Stephen            |                         | Address on File             |            |          |               |       |            |         |
| BLOOMINGVILLE                  |                         | 6000 Freeport Ave           |            |          | Memphis       | TN    | 38141      |         |
| BloomReach, Inc.               |                         | P.O. Box 8323               |            |          | Pasadena      | CA    | 91109-8323 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName | Address1                    | Address2  | Address3 | City        | State | Zip        | Country |
|---------------------------------------|--------------------|-----------------------------|-----------|----------|-------------|-------|------------|---------|
| Blossom, Timothy S.                   |                    | Address on File             |           |          |             |       |            |         |
| Blough, Jennifer                      |                    | Address on File             |           |          |             |       |            |         |
| Blough, Rebekah A.                    |                    | Address on File             |           |          |             |       |            |         |
| Blu Dot Design and Manufacturing, Inc |                    | 6400 Queens Ave NE          |           |          | Otsego      | MN    | 55330      |         |
| Blu Dot Design and Manufacturing, Inc |                    | 1321 Tyler Street NE        |           |          | Minneapolis | MN    | 55413      |         |
| Blue Ink Studios                      |                    | 19775 Mitchell Ave          |           |          | Monument    | CO    | 80132-8101 |         |
| Blue Northern Air Conditioning Inc.   |                    | 16123 Avenue C              |           |          | Channelview | TX    | 77530      |         |
| Blue Yonder, Inc.                     |                    | PO Box 841983               |           |          | Dallas      | TX    | 75284      |         |
| Blue, Tyricia                         |                    | Address on File             |           |          |             |       |            |         |
| Blumberg, Katherine                   |                    | Address on File             |           |          |             |       |            |         |
| Blumke, Wendy                         |                    | Address on File             |           |          |             |       |            |         |
| Blyther, Nyisha M.                    |                    | Address on File             |           |          |             |       |            |         |
| BNSF Logistics                        |                    | 2710 South 48th Street      |           |          | Springdale  | AR    | 72762      |         |
| Board of Pharmacy                     |                    | 800 NE Oregon ST, Suite 150 |           |          | Portland    | OR    | 97232      |         |
| Board, Christina                      |                    | Address on File             |           |          |             |       |            |         |
| Boateng, Ronnie Osei                  |                    | Address on File             |           |          |             |       |            |         |
| Boaz, Billie L.                       |                    | Address on File             |           |          |             |       |            |         |
| Bober, Linda M.                       |                    | Address on File             |           |          |             |       |            |         |
| Bobino USA LLC                        |                    | 505 West Riverside Avenue   | Suite 545 |          | Spokane     | WA    | 99201      |         |
| Bobitt, Reese O.                      |                    | Address on File             |           |          |             |       |            |         |
| Bocanegra, Karla                      |                    | Address on File             |           |          |             |       |            |         |
| Bocanegra, Samantha                   |                    | Address on File             |           |          |             |       |            |         |
| Bocca, Lorraine                       |                    | Address on File             |           |          |             |       |            |         |
| Bocobo, Ma Rosario R.                 |                    | Address on File             |           |          |             |       |            |         |
| Boddy, Shamia                         |                    | Address on File             |           |          |             |       |            |         |
| Bode, Elizabeth                       |                    | Address on File             |           |          |             |       |            |         |
| Bodek, Audrey                         |                    | Address on File             |           |          |             |       |            |         |
| Bodie, Robert                         |                    | Address on File             |           |          |             |       |            |         |
| Bodnar, Jennifer M.                   |                    | Address on File             |           |          |             |       |            |         |
| Boehm, Lorraine M.                    |                    | Address on File             |           |          |             |       |            |         |
| Boehmer, Jo A.                        |                    | Address on File             |           |          |             |       |            |         |
| Boganwright, Kelly S.                 |                    | Address on File             |           |          |             |       |            |         |
| Bogart Construction, Inc              |                    | 9980 Irvine Center Dr       | Ste 200   |          | Irvine      | CA    | 92618      |         |
| Bogdajewicz, David J.                 |                    | Address on File             |           |          |             |       |            |         |
| Bohl, Audrey R.                       |                    | Address on File             |           |          |             |       |            |         |
| Bohn, Karlie                          |                    | Address on File             |           |          |             |       |            |         |
| Boiner, Kyra                          |                    | Address on File             |           |          |             |       |            |         |
| Bojja, Ram                            |                    | Address on File             |           |          |             |       |            |         |
| Boko LLC                              |                    | 16 Cedar Crest              |           |          | St. Louis   | MO    | 63132      |         |
| Boldridge, Brandon S.                 |                    | Address on File             |           |          |             |       |            |         |
| Bolduc, Sherry L.                     |                    | Address on File             |           |          |             |       |            |         |
| Boll & Branch LLC                     |                    | 1 Prospect Street           |           |          | Summit      | NJ    | 07901      |         |
| Boltz, Jennifer L.                    |                    | Address on File             |           |          |             |       |            |         |
| Bonales, John Michael                 |                    | Address on File             |           |          |             |       |            |         |
| Bonami, Branda C.                     |                    | Address on File             |           |          |             |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1                        | Address2  | Address3 | City          | State | Zip        | Country |
|---------------------------------|--------------------|---------------------------------|-----------|----------|---------------|-------|------------|---------|
| Bond, Edward L.                 |                    | Address on File                 |           |          |               |       |            |         |
| Bond, Jasir                     |                    | Address on File                 |           |          |               |       |            |         |
| Bond, Lucy                      |                    | Address on File                 |           |          |               |       |            |         |
| Bondra, Hailey J.               |                    | Address on File                 |           |          |               |       |            |         |
| Bonds, Mekesha L.               |                    | Address on File                 |           |          |               |       |            |         |
| Bonfiglio, Ann L.               |                    | Address on File                 |           |          |               |       |            |         |
| Bonfiglio, Lisa M.              |                    | Address on File                 |           |          |               |       |            |         |
| Bongiovi, Ayden                 |                    | Address on File                 |           |          |               |       |            |         |
| BONGO LLC DBA SPRINGER<br>PETS  |                    | 3301 W. 5th Street              | Suite 130 |          | Oxnard        | CA    | 93030      |         |
| BongoTies                       |                    | 29139 Hillrise Drive            |           |          | Agoura Hills  | CA    | 91301      |         |
| Bonilla, Angelita               |                    | Address on File                 |           |          |               |       |            |         |
| Bonilla, Christian              |                    | Address on File                 |           |          |               |       |            |         |
| Bonilla, Joshua                 |                    | Address on File                 |           |          |               |       |            |         |
| Bonner, Norris E.               |                    | Address on File                 |           |          |               |       |            |         |
| Bonnie Montano                  |                    | Address on File                 |           |          |               |       |            |         |
| Bonnie Siracusa                 |                    | Address on File                 |           |          |               |       |            |         |
| Bonora-Ryder, Ana M.            |                    | Address on File                 |           |          |               |       |            |         |
| Boomgarden, Carla I.            |                    | Address on File                 |           |          |               |       |            |         |
| Boone, Dakota K.                |                    | Address on File                 |           |          |               |       |            |         |
| Boone, Eileen                   |                    | Address on File                 |           |          |               |       |            |         |
| Boor, Aislinn                   |                    | Address on File                 |           |          |               |       |            |         |
| Boosel, Evan M.                 |                    | Address on File                 |           |          |               |       |            |         |
| Boothe, Rosanna T.              |                    | Address on File                 |           |          |               |       |            |         |
| BootRescue                      |                    | 100 Pine Crest Road             |           |          | Toronto       | ON    | M6P 3G5    | Canada  |
| BOOTRESCUE INC.                 |                    | 274 Pacific Ave                 |           |          | Toronto       | ON    | M6P 2P9    | Canada  |
| Borders, ZaKhiya S.             |                    | Address on File                 |           |          |               |       |            |         |
| Bordner, Carol L.               |                    | Address on File                 |           |          |               |       |            |         |
| Boren, Katherine G.             |                    | Address on File                 |           |          |               |       |            |         |
| Borges, Nancy M.                |                    | Address on File                 |           |          |               |       |            |         |
| Borisen, Megan K.               |                    | Address on File                 |           |          |               |       |            |         |
| Borja, Reyma M.                 |                    | Address on File                 |           |          |               |       |            |         |
| Borkey, Debora K.               |                    | Address on File                 |           |          |               |       |            |         |
| Bormioli Rocco                  |                    | Address on File                 |           |          |               |       |            |         |
| BORMIOLI ROCCO GLASS CO.<br>INC |                    | 41 Madison Ave 16th Floor       |           |          | New York City | NY    | 10010      |         |
| Borough of Paramus              |                    | 1 Jockish Square                |           |          | Paramus       | NJ    | 07652      |         |
| Borruso, Maria Chiara           |                    | Address on File                 |           |          |               |       |            |         |
| Borum, Michael                  |                    | Address on File                 |           |          |               |       |            |         |
| BOSIGN AB                       |                    | Grevg. 20                       |           |          | Stockholm     | SC    | 11455      | Sweden  |
| Bosign AB                       |                    | Grevg. 19                       |           |          | Stockholm     |       | 11453      | Sweden  |
| Bossier City - Parish           |                    | Po Box 71313                    |           |          | Bossier City  | LA    | 71171-1313 |         |
| Boston Consulting Group         |                    | 2501 N. Harwood St., Suite 2300 |           |          | Dallas        | TX    | 75201      |         |
| Boston Warehouse Trading Corp.  |                    | 59 Davis Ave.                   |           |          | Norwood       | MA    | 02062      |         |
| Boston, Derek                   |                    | Address on File                 |           |          |               |       |            |         |
| Botelho, Edith P.               |                    | Address on File                 |           |          |               |       |            |         |
| Botkin, Laura S.                |                    | Address on File                 |           |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName               | CreditorNoticeName         | Address1                   | Address2              | Address3     | City                | State | Zip      | Country        |
|----------------------------|----------------------------|----------------------------|-----------------------|--------------|---------------------|-------|----------|----------------|
| Boudreau, Diane L.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bourne, Robin M.           |                            | Address on File            |                       |              |                     |       |          |                |
| Bous Co.                   |                            | 17322 Murphy Ave.          |                       |              | Irvine              | CA    | 92614    |                |
| Boutselis, Alexander P.    |                            | Address on File            |                       |              |                     |       |          |                |
| Bowe Wielgus, Deborah A.   |                            | Address on File            |                       |              |                     |       |          |                |
| Bowen, Diane               |                            | Address on File            |                       |              |                     |       |          |                |
| Bowen, Nicholas J.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bowen, Stacey              |                            | Address on File            |                       |              |                     |       |          |                |
| Bowery, Ava J.             |                            | Address on File            |                       |              |                     |       |          |                |
| Bowles, Eric               |                            | Address on File            |                       |              |                     |       |          |                |
| Bowlin, Mallory M.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bowling, Joshua R.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bowman, Kavan Z.           |                            | Address on File            |                       |              |                     |       |          |                |
| Bowman, Melanie M.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bowman, Trina M.           |                            | Address on File            |                       |              |                     |       |          |                |
| Box, Inc.                  |                            | PO Box 884666              |                       |              | Los Angeles         | CA    | 90088    |                |
| Boyd, Brian                |                            | Address on File            |                       |              |                     |       |          |                |
| Boyd, Julian               |                            | Address on File            |                       |              |                     |       |          |                |
| Boyd, Paige                |                            | Address on File            |                       |              |                     |       |          |                |
| Boyd, Shannan G.           |                            | Address on File            |                       |              |                     |       |          |                |
| Boydston, Matt             |                            | Address on File            |                       |              |                     |       |          |                |
| Boyett, Hailey N.          |                            | Address on File            |                       |              |                     |       |          |                |
| Boykin, Patricia A.        |                            | Address on File            |                       |              |                     |       |          |                |
| Boykins, Jordan            |                            | Address on File            |                       |              |                     |       |          |                |
| Boylan, Logan O.           |                            | Address on File            |                       |              |                     |       |          |                |
| Boyle, Jennifer L.         |                            | Address on File            |                       |              |                     |       |          |                |
| Boyter, Andy R.            |                            | Address on File            |                       |              |                     |       |          |                |
| Bozzuto & Associates, Inc. |                            | 6406 Ivy Lane              | Suite 700             |              | Greenbelt           | MD    | 20770    |                |
| BPR-FF LLC                 |                            | PO Box 86                  | SDS 12-1531           |              | Minneapolis         | MN    | 55486    |                |
| BPR-FF LLC                 |                            | PO Box 86                  | SDS-12-2082           |              | Minneapolis         | MN    | 55486    |                |
| BPR-FF LLC                 |                            | P.O. Box 776723            |                       |              | Chicago             | IL    | 60677    |                |
| BQ 4720 Spruce, LLC        | c/o Qvale Auto Group, Inc. | 101 Hickey Boulevard.      | Suite A-522           |              | South San Francisco | CA    | 94080    |                |
| BQ 4720 Spruce, LLC        |                            | 1311 North Westshore Blvd. | Suite 200             |              | Tampa               | FL    | 33607    |                |
| Braack, Barbara A.         |                            | Address on File            |                       |              |                     |       |          |                |
| Braack, Stephen D.         |                            | Address on File            |                       |              |                     |       |          |                |
| BRABANTIA INTERNATIONAL    | Brabantia                  | Blackfriars Road           | Nailsea               |              | Bristol             |       | BS48 4SB | United Kingdom |
| BRABANTIA INTERNATIONAL    |                            | 340 North Avenue East      | Suite 3000, 3rd Floor |              | Cranford            | NJ    | 07016    |                |
| Brabantia S&L Belgium NV   |                            | Stuifzandstraat 31         |                       |              | Pelt                |       | B-3900   | Belgium        |
| Brabantia S&L Belgium NV   |                            | Brabantia Netherlands BV   | De Haak 14            | Valkenswaard | North Brabant       |       | 5555 XK  | Netherlands    |
| Bradbury, Rebeca M.        |                            | Address on File            |                       |              |                     |       |          |                |
| Bradford II, Michael A.    |                            | Address on File            |                       |              |                     |       |          |                |
| Bradford, Grace K.         |                            | Address on File            |                       |              |                     |       |          |                |
| Bradley Corporation        |                            | Bin 53066                  |                       |              | Milwaukee           | WI    | 53288    |                |
| Bradley, Jeff C.           |                            | Address on File            |                       |              |                     |       |          |                |
| Bradley, Lee-Anne P.       |                            | Address on File            |                       |              |                     |       |          |                |
| BRADSHAW INTERNATIONAL INC |                            | 9409 Buffalo Ave.          |                       |              | Rancho Cucamonga    | CA    | 91730    |                |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                     | CreditorNoticeName                         | Address1                  | Address2      | Address3 | City          | State | Zip   | Country |
|--|--|---------------------------|---------------|----------|---------------|-------|-------|---------|
| Bradshaw International Inc.                      |  | File 70028                |               |          | Los Angeles   | CA    | 90074 |         |
| Bradshaw, Hamie                                  |  | Address on File           |               |          |               |       |       |         |
| Bradshaw, Keslie                                 |  | Address on File           |               |          |               |       |       |         |
| Brady, David M.                                  |  | Address on File           |               |          |               |       |       |         |
| Brady, Kimberley P.                              |  | Address on File           |               |          |               |       |       |         |
| Brady, Marisol D.                                |  | Address on File           |               |          |               |       |       |         |
| Brady, Tadhg                                     |  | Address on File           |               |          |               |       |       |         |
| Bragg, Caroline G.                               |  | Address on File           |               |          |               |       |       |         |
| Bragg, Rowan F.                                  |  | Address on File           |               |          |               |       |       |         |
| Braggs, Beatress G.                              |  | Address on File           |               |          |               |       |       |         |
| Braham III, Tony                                 |  | Address on File           |               |          |               |       |       |         |
| Brailsford, Marcus                               |  | Address on File           |               |          |               |       |       |         |
| BRAINSTREAM USA INC.                             |  | Dalbker str. 74           |               |          | Oerlinghausen |       | 33813 | Germany |
| BRAINSTREAM USA INC.                             |  | 19 Old Route 28           |               |          | Ossipee       | NH    | 03864 |         |
| Brainstream USA LLC                              |  | 19 Old Route 28           |               |          | Ossipee       | NH    | 03894 |         |
| Braithwaite, Anthony                             |  | Address on File           |               |          |               |       |       |         |
| Brammer, Edna                                    |  | Address on File           |               |          |               |       |       |         |
| Branam, Jarrod E.                                |  | Address on File           |               |          |               |       |       |         |
| BRANCH FURNITURE                                 |  | 147 W 26th St 3rd floor   |               |          | New York      | NY    | 10001 |         |
| Branch, Aaron D.                                 |  | Address on File           |               |          |               |       |       |         |
| Branded AcquiCo No 4 LLC                         |  | 228 Park Ave S, STE 78816 |               |          | New York      | NY    | 10003 |         |
| BRANDED ACQUICO NO 4 LLC<br>(Ototo)              |  | 228 PARK AVE S            |               |          | NEW YORK      | NY    | 10003 |         |
| BRANDED ACQUICO NO 4 LLC<br>(Ototo)              |  | 51 Rue Le Peletier        |               |          | Paris         |       | 75009 | France  |
| Brandes, Dorothy A.                              |  | Address on File           |               |          |               |       |       |         |
| BRANDON DESKE                                    |  | Address on File           |               |          |               |       |       |         |
| Brandon, Alyssa E.                               |  | Address on File           |               |          |               |       |       |         |
| Brandon, Elisabeth                               |  | Address on File           |               |          |               |       |       |         |
| Brandon, LaTisha S.                              |  | Address on File           |               |          |               |       |       |         |
| Brandon, Mateo A.                                |  | Address on File           |               |          |               |       |       |         |
| Branson, Garrett A.                              |  | Address on File           |               |          |               |       |       |         |
| Branton, Mark R.                                 |  | Address on File           |               |          |               |       |       |         |
| Brask Enterprises I dba Brask Mall<br>Services I |  | P.O. Box 800335           |               |          | Houston       | TX    | 77280 |         |
| Braslow, Cheryl                                  |  | Address on File           |               |          |               |       |       |         |
| Brateng, Alexandra C.                            |  | Address on File           |               |          |               |       |       |         |
| Brathwaite, Destiny S.                           |  | Address on File           |               |          |               |       |       |         |
| Braun, Jeanne M.                                 |  | Address on File           |               |          |               |       |       |         |
| Braun, Rachael C.                                |  | Address on File           |               |          |               |       |       |         |
| Brautigam, Christina                             |  | Address on File           |               |          |               |       |       |         |
| Bravo, Alexia                                    |  | Address on File           |               |          |               |       |       |         |
| Bravo, Mercedes G.                               |  | Address on File           |               |          |               |       |       |         |
| Brazil, Jonathan                                 |  | Address on File           |               |          |               |       |       |         |
| BRE DDR Woodfield Village LLC                    | Attn Executive Vice President<br>- Leasing | 3300 Enterprise Parkway   |               |          | Beachwood     | OH    | 44122 |         |
| BRE DDR Woodfield Village LLC                    | Site Centers                               | 3300 Enterprise Parkway   |               |          | Beachwood     | OH    | 44122 |         |
| BRE DDR Woodfield Village LLC                    |  | Dept. 101960 21419 55031  | PO Box 931650 |          | Cleveland     | OH    | 44193 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName          | Address1                | Address2  | Address3 | City          | State | Zip   | Country |
|--|-----------------------------|-------------------------|-----------|----------|---------------|-------|-------|---------|
| BRE DDR Woodfield Village LLC              |                             | 3300 Enterprise Parkway |           |          | Beachwood     | OH    | 44122 |         |
| Breann Chiero                              |                             | Address on File         |           |          |               |       |       |         |
| Breann Chiero                              |                             | Address on File         |           |          |               |       |       |         |
| Breault, Evan J.                           |                             | Address on File         |           |          |               |       |       |         |
| Brecker, Jacqueline                        |                             | Address on File         |           |          |               |       |       |         |
| Breeden, Joel R.                           |                             | Address on File         |           |          |               |       |       |         |
| Breedlove, Judah E.                        |                             | Address on File         |           |          |               |       |       |         |
| Breitstein, Kris                           |                             | Address on File         |           |          |               |       |       |         |
| Breland Jr., Lawrence J.                   |                             | Address on File         |           |          |               |       |       |         |
| Bremer Heating And Cooling                 |                             | 1038 N. Dupage Ave      |           |          | Lombard       | IL    | 60148 |         |
| Bremerkamp, Kimberly H.                    |                             | Address on File         |           |          |               |       |       |         |
| Brennan, Sabrina                           |                             | Address on File         |           |          |               |       |       |         |
| Brent McMahan dba Path Studio              |                             | Address on File         |           |          |               |       |       |         |
| Brentlinger, Alexandria                    |                             | Address on File         |           |          |               |       |       |         |
| Brewer, Jason M.                           |                             | Address on File         |           |          |               |       |       |         |
| Brewer, Julie M.                           |                             | Address on File         |           |          |               |       |       |         |
| Brewster, Theresa M.                       |                             | Address on File         |           |          |               |       |       |         |
| Brian Rehlander                            |                             | Address on File         |           |          |               |       |       |         |
| Brianna M Van Lierop                       |                             | Address on File         |           |          |               |       |       |         |
| Bridgeforth, Derek L.                      |                             | Address on File         |           |          |               |       |       |         |
| Bridgepointe Shopping Center               | c/o CBRE                    | 2800 Leavenworth St     |           |          | San Francisco | CA    | 94133 |         |
| Bridges, Marley                            |                             | Address on File         |           |          |               |       |       |         |
| BRIDGET ANN RINTYE                         |                             | Address on File         |           |          |               |       |       |         |
| Bridgewater, Grace A.                      |                             | Address on File         |           |          |               |       |       |         |
| Briggs, Melissa J.                         |                             | Address on File         |           |          |               |       |       |         |
| Briggs, Stacy                              |                             | Address on File         |           |          |               |       |       |         |
| Brigham, Jon W.                            |                             | Address on File         |           |          |               |       |       |         |
| Bright, Emily R.                           |                             | Address on File         |           |          |               |       |       |         |
| BRIGHTECH                                  |                             | 14530 Keswick St,       |           |          | Van Nuys      | CA    | 91405 |         |
| Brightech Plus                             |                             | 10120 W. Flamingo Blvd. | #4-1026   |          | Las Vegas     | NV    | 89147 |         |
| BrightEdge Technologies, Inc.              | BrightEdge Technologies Inc | Dept CH 17960           |           |          | Palatine      | IL    | 60055 |         |
| Brightman, Cody                            |                             | Address on File         |           |          |               |       |       |         |
| Brightman, Damon                           |                             | Address on File         |           |          |               |       |       |         |
| Brighton Installation Co. Inc.             |                             | 125 S Main St           |           |          | Freeport      | NY    | 11520 |         |
| Brightz, Ltd.                              |                             | 8000 Yankee Rd.         | Suite 225 |          | Ottawa Lake   | MI    | 49267 |         |
| Brijmohan, Ariel                           |                             | Address on File         |           |          |               |       |       |         |
| Brinco Mechanical Services, Inc.           |                             | 125 S. Main Street      |           |          | Freeport      | NY    | 11520 |         |
| Brink, Sherry C.                           |                             | Address on File         |           |          |               |       |       |         |
| Brinker, Madeline E.                       |                             | Address on File         |           |          |               |       |       |         |
| Bristow, Phillip J.                        |                             | Address on File         |           |          |               |       |       |         |
| Brito, Henry                               |                             | Address on File         |           |          |               |       |       |         |
| Brito-Hanley, Julian                       |                             | Address on File         |           |          |               |       |       |         |
| Brittney To                                |                             | Address on File         |           |          |               |       |       |         |
| Britton, Michael T.                        |                             | Address on File         |           |          |               |       |       |         |
| Broadridge Inv Communication Solutions Inc |                             | PO Box 416423           |           |          | Boston        | MA    | 02241 |         |
| Brobst, Christian J.                       |                             | Address on File         |           |          |               |       |       |         |
| Brock, David D.                            |                             | Address on File         |           |          |               |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName          | Address1                         | Address2      | Address3 | City            | State | Zip   | Country |
|-----------------------------|-----------------------------|----------------------------------|---------------|----------|-----------------|-------|-------|---------|
| Brockhum, Alexandra R.      |                             | Address on File                  |               |          |                 |       |       |         |
| Brockway, Patsy A.          |                             | Address on File                  |               |          |                 |       |       |         |
| Brodie, Steven E.           |                             | Address on File                  |               |          |                 |       |       |         |
| Brodin, Nathan              |                             | Address on File                  |               |          |                 |       |       |         |
| Bronder, Valerie            |                             | Address on File                  |               |          |                 |       |       |         |
| Brooke Douek                |                             | Address on File                  |               |          |                 |       |       |         |
| Brooke, Mary E.             |                             | Address on File                  |               |          |                 |       |       |         |
| Brookens, ROXANNE A.        |                             | Address on File                  |               |          |                 |       |       |         |
| Brookfield Properties       |                             | 350 N. Orleans St. Suite 300     |               |          | Chicago         | IL    | 60654 |         |
| Brooks, Andrew              |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Buffy F.            |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Jason H.            |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Jessica K.          |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, JordanLanelle J.    |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Karyme              |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Romeo               |                             | Address on File                  |               |          |                 |       |       |         |
| Brooks, Rosa                |                             | Address on File                  |               |          |                 |       |       |         |
| Brother International       |                             | Dept. 0456                       | PO Box 120456 |          | Dallas          | TX    | 75312 |         |
| BROTHER INTERNATIONAL CORP. |                             | 200 Crossing Blvd                |               |          | Bridgewater     | NJ    | 08807 |         |
| Brottman, Beverly B.        |                             | Address on File                  |               |          |                 |       |       |         |
| Broughton, David            |                             | Address on File                  |               |          |                 |       |       |         |
| Broward County, Florida     | Revenue Collection Division | 115 S. Andrews Avenue Room A-100 |               |          | Fort Lauderdale | FL    | 33301 |         |
| Broward County, Florida     |                             | 115 S. Andrews Avenue Room A-100 |               |          | Fort Lauderdale | FL    | 33301 |         |
| Browder, Dawne M.           |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Tessa L.             |                             | Address on File                  |               |          |                 |       |       |         |
| Brown Jr., George E.        |                             | Address on File                  |               |          |                 |       |       |         |
| Brown Jr., John C.          |                             | Address on File                  |               |          |                 |       |       |         |
| Brown Jr., Lyn J.           |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Arthur               |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Ayana N.             |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Carlos M.            |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Christopher          |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Corrina W.           |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Darnell G.           |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Dartanyon D.         |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Detrick              |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Dominique            |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Donshell             |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Ellen W.             |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Gina M.              |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Gretchen             |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Jaques               |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Javion               |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Jeffrey              |                             | Address on File                  |               |          |                 |       |       |         |
| Brown, Jessica A.           |                             | Address on File                  |               |          |                 |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName | Address1                         | Address2   | Address3 | City     | State | Zip        | Country |
|--------------------------------------|--------------------|----------------------------------|------------|----------|----------|-------|------------|---------|
| Brown, Jessica R.                    |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Jonathan                      |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Judy A.                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Kenneth                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Kleena S.                     |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Korbin A.                     |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Latiera                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Lawanda N.                    |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Maureen E.                    |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Melissa L.                    |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Michelle                      |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Quantia                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Rome                          |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Roxanne                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Samuel A.                     |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Schon                         |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Sequoya                       |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Susan C.                      |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Susan E.                      |                    | Address on File                  |            |          |          |       |            |         |
| brown, trevor                        |                    | Address on File                  |            |          |          |       |            |         |
| Brown, Yolanda O.                    |                    | Address on File                  |            |          |          |       |            |         |
| BROWNMED INC.                        |                    | 101 Federal St                   | 29th Floor |          | Boston   | MA    | 02110      |         |
| Broxton, Jasmine A.                  |                    | Address on File                  |            |          |          |       |            |         |
| Brubaker, Erin E.                    |                    | Address on File                  |            |          |          |       |            |         |
| Bruch, Quela                         |                    | Address on File                  |            |          |          |       |            |         |
| Bruhn, Catherine                     |                    | Address on File                  |            |          |          |       |            |         |
| BruMate, Inc                         |                    | 2935 Larimer Street Suite 302    |            |          | Denver   | CO    | 80205      |         |
| BRUMIS IMPORTS INC. DBA<br>CORE HOME |                    | 42 West 39th street              | Floor4     |          | New York | NY    | 10018      |         |
| BRUMIS IMPORTS INC. DBA<br>CORE HOME |                    | 42 WEST 39TH STREET 4TH<br>FLOOR |            |          | NEW YORK | NY    | 10018      |         |
| Brundage, Joanne M.                  |                    | Address on File                  |            |          |          |       |            |         |
| Brunell, Kylie M.                    |                    | Address on File                  |            |          |          |       |            |         |
| Brunnenkant, Arthur T.               |                    | Address on File                  |            |          |          |       |            |         |
| Bruns, Carolyn                       |                    | Address on File                  |            |          |          |       |            |         |
| Bruny, Emily                         |                    | Address on File                  |            |          |          |       |            |         |
| Brushy Creek Custom Doors            |                    | PO Box 1348                      |            |          | Greer    | SC    | 29652-1348 |         |
| Bruun, Angie                         |                    | Address on File                  |            |          |          |       |            |         |
| Bruveleit, Lailynn                   |                    | Address on File                  |            |          |          |       |            |         |
| Bruzzese, Maria C.                   |                    | Address on File                  |            |          |          |       |            |         |
| Bryan, Brandon                       |                    | Address on File                  |            |          |          |       |            |         |
| Bryan, Casey                         |                    | Address on File                  |            |          |          |       |            |         |
| Bryan, James                         |                    | Address on File                  |            |          |          |       |            |         |
| Bryant, Alexandria                   |                    | Address on File                  |            |          |          |       |            |         |
| Bryant, Autumn N.                    |                    | Address on File                  |            |          |          |       |            |         |
| Bryant, Daimear                      |                    | Address on File                  |            |          |          |       |            |         |
| Bryant, Jonathon                     |                    | Address on File                  |            |          |          |       |            |         |
| Bryant, Mary L.                      |                    | Address on File                  |            |          |          |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName            | Address1                       | Address2               | Address3 | City         | State | Zip     | Country        |
|--|-------------------------------|--------------------------------|------------------------|----------|--------------|-------|---------|----------------|
| Bryant-Martin, Leanne M.                 |                               | Address on File                |                        |          |              |       |         |                |
| Bs Custom Framing                        |                               | 2819 Esterbrook Drive          |                        |          | Dallas       | TX    | 75234   |                |
| BUBBLEGUM STUFF                          |                               | Studio 13 Riverside Building   | 55 Trinity Buoy Wharf  |          | London       |       | E14 0FP | United Kingdom |
| Bubblegum Stuff LTD                      |                               | Studio 13 Riverside Building   | 55 Trinity Buoy Wharf  |          | London       |       | E14 0FP | United Kingdom |
| Buber, Brian                             |                               | Address on File                |                        |          |              |       |         |                |
| Buchanan, Amber                          |                               | Address on File                |                        |          |              |       |         |                |
| Buchholtz, Stephanie P.                  |                               | Address on File                |                        |          |              |       |         |                |
| Buckelew, Gillian                        |                               | Address on File                |                        |          |              |       |         |                |
| Buckhead Triangle                        | c/o Selig Enterprises, Inc.   | 1100 Spring Street NW          |                        |          | Atlanta      | GA    | 30309   |                |
| Buckhead Triangle, LP                    |                               | 1100 Spring Street             | Suite 550              |          | Atlanta      | GA    | 30309   |                |
| Buckley, Caroline M.                     |                               | Address on File                |                        |          |              |       |         |                |
| Buckson, Chantia                         | Stavisky, Yoffe & Castro, P.A | Stavisky, Jeffrey              | 1206 Saint Paul Street |          | Baltimore    | MD    | 21202   |                |
| Buckson, Chantia                         |                               | Address on File                |                        |          |              |       |         |                |
| BUCKY PRODUCTS, INC.                     |                               | 1607 136th Ave. E              |                        |          | Sumner       | WA    | 98390   |                |
| BUCKY PRODUCTS, INC.                     |                               | 6700 River Side Dr             |                        |          | Tukwila      | WA    | 98001   |                |
| Bucky Products, Inc.                     |                               | 1200 W. Nickerson Street       |                        |          | Seattle      | WA    | 98119   |                |
| Buczyna, Adam                            |                               | Address on File                |                        |          |              |       |         |                |
| Budde, Rece                              |                               | Address on File                |                        |          |              |       |         |                |
| Buddeez, Inc.                            |                               | 1106 Crosswinds Court          |                        |          | Wentzville   | MO    | 63385   |                |
| Bueford, Tianna                          |                               | Address on File                |                        |          |              |       |         |                |
| Bueno, Crystal                           |                               | Address on File                |                        |          |              |       |         |                |
| Bueno, Jose B.                           |                               | Address on File                |                        |          |              |       |         |                |
| Bueno-Benitez, Evelyn                    |                               | Address on File                |                        |          |              |       |         |                |
| Bui, Jenny                               |                               | Address on File                |                        |          |              |       |         |                |
| BuildCentral, Inc.                       |                               | 320 W Ohio St                  |                        |          | Chicago      | IL    | 60654   |                |
| BUILT NY DBA LIFETIME BRANDS             |                               | 1000 Stewart Avenue            |                        |          | Garden City  | NY    | 11530   |                |
| BUILT NY DBA LIFETIME BRANDS             |                               | 22 Blake Street                |                        |          | Medford      | MA    | 02155   |                |
| Buj, Veruska                             |                               | Address on File                |                        |          |              |       |         |                |
| Buja, Christopher J.                     |                               | Address on File                |                        |          |              |       |         |                |
| Bujacich, Marianne                       |                               | Address on File                |                        |          |              |       |         |                |
| Bukhari, Esah                            |                               | Address on File                |                        |          |              |       |         |                |
| Bullen, Penelope                         |                               | Address on File                |                        |          |              |       |         |                |
| Bullock, Timothy J.                      |                               | Address on File                |                        |          |              |       |         |                |
| Bunch, Adonis D.                         |                               | Address on File                |                        |          |              |       |         |                |
| Bundy, Nahteka                           |                               | Address on File                |                        |          |              |       |         |                |
| Bundy, Rachel                            |                               | Address on File                |                        |          |              |       |         |                |
| Bunker, Alexandra M.                     |                               | Address on File                |                        |          |              |       |         |                |
| Bunyard, Shannon                         |                               | Address on File                |                        |          |              |       |         |                |
| Bunzl Distribution USA, LLC              | Attention Legal Department    | One Cityplace Drive, Suite 201 |                        |          | St. Louis    | MO    | 63141   |                |
| Bunzl Retail Services, LLC               | Attention SVP Retail          | 8338 Austin Avenue             |                        |          | Morton Grove | IL    | 60053   |                |
| Buonagura, Gina R.                       |                               | Address on File                |                        |          |              |       |         |                |
| Burdette, Jessie K.                      |                               | Address on File                |                        |          |              |       |         |                |
| Bureau Office, Inc. dba Branch Furniture |                               | 215 Park Avenue South          | Floor 11               |          | New York     | NY    | 10003   |                |
| Buresh, Alexis V.                        |                               | Address on File                |                        |          |              |       |         |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName           | CreditorNoticeName | Address1               | Address2     | Address3 | City          | State | Zip   | Country |
|------------------------|--------------------|------------------------|--------------|----------|---------------|-------|-------|---------|
| Burgess, Matthew L.    |                    | Address on File        |              |          |               |       |       |         |
| Burgess, Zeiasia N.    |                    | Address on File        |              |          |               |       |       |         |
| Burgos, Robert         |                    | Address on File        |              |          |               |       |       |         |
| Burica, Whitney S.     |                    | Address on File        |              |          |               |       |       |         |
| Burich, Maya S.        |                    | Address on File        |              |          |               |       |       |         |
| Burke, Laura           |                    | Address on File        |              |          |               |       |       |         |
| Burke, Myra G.         |                    | Address on File        |              |          |               |       |       |         |
| Burke, Sydney          |                    | Address on File        |              |          |               |       |       |         |
| Burkholder, Amanda M.  |                    | Address on File        |              |          |               |       |       |         |
| Burks, Anisah          |                    | Address on File        |              |          |               |       |       |         |
| Burks, Brandon L.      |                    | Address on File        |              |          |               |       |       |         |
| Burks, Roslind         |                    | Address on File        |              |          |               |       |       |         |
| Burlison, Nathaniel T. |                    | Address on File        |              |          |               |       |       |         |
| Burnett, Cole          |                    | Address on File        |              |          |               |       |       |         |
| Burnett, Najee C.      |                    | Address on File        |              |          |               |       |       |         |
| Burnham, Teresa        |                    | Address on File        |              |          |               |       |       |         |
| Burnham, Teresa R.     |                    | Address on File        |              |          |               |       |       |         |
| Burnley, Dawn          |                    | Address on File        |              |          |               |       |       |         |
| Burns, Douglas E.      |                    | Address on File        |              |          |               |       |       |         |
| Burns, Katherine J.    |                    | Address on File        |              |          |               |       |       |         |
| Burns, Kendall E.      |                    | Address on File        |              |          |               |       |       |         |
| Burns, Pauline         |                    | Address on File        |              |          |               |       |       |         |
| Burns, Sheryl L.       |                    | Address on File        |              |          |               |       |       |         |
| Burr, Charlotte        |                    | Address on File        |              |          |               |       |       |         |
| Burrage, Ronise V.     |                    | Address on File        |              |          |               |       |       |         |
| Burrell, Alishia       |                    | Address on File        |              |          |               |       |       |         |
| Burrell, Monique R.    |                    | Address on File        |              |          |               |       |       |         |
| BurrellesLuce          |                    | 30 B Vreeland Road     | PO Box 674   |          | Florham       | NJ    | 07932 |         |
| Burris, Olivia G.      |                    | Address on File        |              |          |               |       |       |         |
| Burris, Maliya         |                    | Address on File        |              |          |               |       |       |         |
| Burrow, Ashley E.      |                    | Address on File        |              |          |               |       |       |         |
| Bursi, Michelle        |                    | Address on File        |              |          |               |       |       |         |
| BURT GUERRERI          |                    | Address on File        |              |          |               |       |       |         |
| Burton, Alec R.        |                    | Address on File        |              |          |               |       |       |         |
| Burton, James R.       |                    | Address on File        |              |          |               |       |       |         |
| Burton, Jennifer M.    |                    | Address on File        |              |          |               |       |       |         |
| Burton, Justin B.      |                    | Address on File        |              |          |               |       |       |         |
| Burton, Yasmin B.      |                    | Address on File        |              |          |               |       |       |         |
| Burwell, Kathleen      |                    | Address on File        |              |          |               |       |       |         |
| Busch, Elizabeth M.    |                    | Address on File        |              |          |               |       |       |         |
| Buse, Christian        |                    | Address on File        |              |          |               |       |       |         |
| Business Wire, Inc.    |                    | Department 34182       | PO Box 39000 |          | San Francisco | CA    | 94139 |         |
| Buss, Kristin L.       |                    | Address on File        |              |          |               |       |       |         |
| Bussell Secre          |                    | 12580 Fair Lake Circle | #323         |          | Fairfax       | VA    | 22033 |         |
| Bustamante, Alejandro  |                    | Address on File        |              |          |               |       |       |         |
| Bustamante, Kimberly   |                    | Address on File        |              |          |               |       |       |         |
| Bustos, India Z.       |                    | Address on File        |              |          |               |       |       |         |
| Bustos, Nicholas       |                    | Address on File        |              |          |               |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName                      | Address1                                 | Address2                  | Address3 | City        | State | Zip        | Country |
|--|---|--|---------------------------|----------|-------------|-------|------------|---------|
| Butcher Jr., Eric                            |   | Address on File                          |                           |          |             |       |            |         |
| Butler Home Products                         |   | PO Box 931621                            |                           |          | Atlanta     | GA    | 31193      |         |
| Butler Jr., Yves                             |   | Address on File                          |                           |          |             |       |            |         |
| Butler, Ashley R.                            |   | Address on File                          |                           |          |             |       |            |         |
| Butler, Destiny M.                           |   | Address on File                          |                           |          |             |       |            |         |
| Butler, Doris D.                             |   | Address on File                          |                           |          |             |       |            |         |
| Butler, Jamie E.                             |   | Address on File                          |                           |          |             |       |            |         |
| Butler, Sophia                               |   | Address on File                          |                           |          |             |       |            |         |
| Buttenmiller, Greg                           |   | Address on File                          |                           |          |             |       |            |         |
| Butts, Ciara                                 |   | Address on File                          |                           |          |             |       |            |         |
| BV CenterCal Owner, LLC                      | Legal Department                        | 1600 Franklin Ave                        |                           |          | El Segundo  | CA    | 90245      |         |
| BV CenterCal Owner, LLC                      | Legal Department                        | c/o CenterCal Properties, LLC            | 1600 East Franklin Avenue |          | El Segundo  | CA    | 90245      |         |
| BV CenterCal Owner, LLC - SEND BY EMAIL      | c/o CentralCal Properties, LLC          | 1600 East Franklin Avenue                |                           |          | El Segundo  | CA    | 90245      |         |
| BV CenterCal, LLC                            |   | PO Box 4900                              | Unit 04                   |          | Portland    | OR    | 97208      |         |
| BWC  |   | PO Box 89492                             |                           |          | Cleveland   | OH    | 44101-6492 |         |
| Bwi Brown Wood Inc.                          |   | 7040 North Lawndale Ave                  |                           |          | Lincolnwood | IL    | 60712      |         |
| Bybee, Hannah                                |   | Address on File                          |                           |          |             |       |            |         |
| Byers Sanchez, Kayla                         |   | Address on File                          |                           |          |             |       |            |         |
| Byers, Cedric C.                             |   | Address on File                          |                           |          |             |       |            |         |
| Byers, Claire L.                             |   | Address on File                          |                           |          |             |       |            |         |
| Byers, Morgan J.                             |   | Address on File                          |                           |          |             |       |            |         |
| Bynder LLC                                   |   | 24 Farnsworth St                         |                           |          | Boston      | MA    | 02210      |         |
| Bynoe, Divana R.                             |   | Address on File                          |                           |          |             |       |            |         |
| Bynoe-Seabron, Jacqueline                    |   | Address on File                          |                           |          |             |       |            |         |
| Bynum, Jeromy                                |   | Address on File                          |                           |          |             |       |            |         |
| BYOGO GLOBAL INC.                            |   | 5230 Finch Avenue East                   | Unit 1                    |          | SCARBOROUGH | ON    | M1S 5A1    | Canada  |
| Byrd, Molly E.                               |   | Address on File                          |                           |          |             |       |            |         |
| Byrd, Taylor                                 |   | Address on File                          |                           |          |             |       |            |         |
| Byrd, Tyrese                                 |   | Address on File                          |                           |          |             |       |            |         |
| Byrd-Torres, Victoria                        |   | Address on File                          |                           |          |             |       |            |         |
| Byron, Jessica                               |   | Address on File                          |                           |          |             |       |            |         |
| Byroo, Makhala                               |   | Address on File                          |                           |          |             |       |            |         |
| C & C (US) No. 1 dba Escuela Shopping Center |   | Plaza Escuela                            | Dept 3319                 |          | Los Angeles | CA    | 90084-3319 |         |
| C. Dickerson Company                         |   | 479 Wildflower Ave.                      |                           |          | Henderson   | NV    | 89011      |         |
| C. DICKERSON COMPANY                         |   | 497 Wildflower Ave.                      |                           |          | Henderson   | NV    | 89011      |         |
| C2 Imaging                                   |   | 423 W. 55th St                           |                           |          | New York    | NY    | 10019      |         |
| C2 Imaging                                   |   | 774537                                   | 4537 Solutions Center     |          | Chicago     | IL    | 60677-4005 |         |
| CA State Board of Equalization               |   | P.O. Box 942857                          |                           |          | Sacramento  | CA    | 94257-0531 |         |
| Ca. Franchise Tax Board                      |   | P.O. Box 942857                          |                           |          | Sacramento  | CA    | 94257-0531 |         |
| Ca. State Board Of Equalization              | Sales and Use Tax Remittance Processing | State Board of Equalization PO Box 94287 |                           |          | Sacramento  | CA    | 94279-6299 |         |
| Ca. State Board Of Equalization              |   | State Board of Equalization PO Box 94287 |                           |          | Sacramento  | CA    | 94279-6299 |         |
| CAA Sports Client Trust                      |   | 2000 Avenue of the Stars                 |                           |          | Los Angeles | CA    | 90067      |         |
| Caballero, Vanessa                           |   | Address on File                          |                           |          |             |       |            |         |
| Cabral, Andrew A.                            |   | Address on File                          |                           |          |             |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName          | Address1                            | Address2                    | Address3 | City           | State | Zip        | Country        |
|--------------------------------------|-----------------------------|-------------------------------------|-----------------------------|----------|----------------|-------|------------|----------------|
| Cabrera Martinez, Daniel A.          |                             | Address on File                     |                             |          |                |       |            |                |
| Cabrera, Adamari                     |                             | Address on File                     |                             |          |                |       |            |                |
| Cabrera, Alexander                   |                             | Address on File                     |                             |          |                |       |            |                |
| Cabrera, Christopher C.              |                             | Address on File                     |                             |          |                |       |            |                |
| Caccamo, Thomas                      |                             | Address on File                     |                             |          |                |       |            |                |
| Caccese, Renee                       |                             | Address on File                     |                             |          |                |       |            |                |
| Cachu, Zion                          |                             | Address on File                     |                             |          |                |       |            |                |
| Caddo Shreveport                     |                             | PO Box 104                          |                             |          | Shreveport     | LA    | 71161      |                |
| Caddy Printing & Graphics, Inc       |                             | 13701 Neutron                       |                             |          | Dallas         | TX    | 75244      |                |
| Cade, Justin E.                      |                             | Address on File                     |                             |          |                |       |            |                |
| Cadwallader, Sean D.                 |                             | Address on File                     |                             |          |                |       |            |                |
| Cady, Theodore S.                    |                             | Address on File                     |                             |          |                |       |            |                |
| Cahill Gordon & Reindel, LLP         |                             | 32 Old Slip                         |                             |          | New York       | NY    | 10005      |                |
| Cahill, Jordyn                       |                             | Address on File                     |                             |          |                |       |            |                |
| Cahue, Ryann E.                      |                             | Address on File                     |                             |          |                |       |            |                |
| CAI & JO LIMITED                     |                             | Unit 2 Tilia Road                   |                             |          | London         |       | E5 8JB     | United Kingdom |
| Cailao, Willie                       | Zeven Law Firm              | Alek Zeven                          | 8484 Wilshire Blvd, Ste 525 |          | Beverly Hills  | CA    | 90211      |                |
| Cain Sommers, Nancy C.               |                             | Address on File                     |                             |          |                |       |            |                |
| Cain, Kevin D.                       |                             | Address on File                     |                             |          |                |       |            |                |
| Cain, Nimrod                         |                             | Address on File                     |                             |          |                |       |            |                |
| Caira, Stacey                        |                             | Address on File                     |                             |          |                |       |            |                |
| Cairns, Kristen B.                   |                             | Address on File                     |                             |          |                |       |            |                |
| Caithamer, Rachel                    |                             | Address on File                     |                             |          |                |       |            |                |
| Caitlin Nguyen LLC                   |                             | Address on File                     |                             |          |                |       |            |                |
| CaitSir LLC dba NEAT Method          |                             | 207 S Swarthmore Ave                |                             |          | Swarthmore     | PA    | 19081      |                |
| CaitSir LLC dba NEAT Method          |                             | 838 Thomas Road                     |                             |          | Lafayette Hill | PA    | 19444      |                |
| Cajigas, Roberto A.                  |                             | Address on File                     |                             |          |                |       |            |                |
| Calaf, Hannah                        |                             | Address on File                     |                             |          |                |       |            |                |
| Calcasieu Parish School System       |                             | PO Drawer 2050                      |                             |          | Lake Charles   | LA    | 70602-2050 |                |
| Calderon, Joel D.                    |                             | Address on File                     |                             |          |                |       |            |                |
| Caldwell, Pamela                     |                             | Address on File                     |                             |          |                |       |            |                |
| CALE MEEKS                           |                             | Address on File                     |                             |          |                |       |            |                |
| Calhoun, Alexis R.                   |                             | Address on File                     |                             |          |                |       |            |                |
| Calhoun, Blake A.                    |                             | Address on File                     |                             |          |                |       |            |                |
| Calian Corp                          |                             | 840 W Sam Houston Parkway<br>N #420 |                             |          | Houston        | TX    | 77024      |                |
| California American Water<br>Company |                             | 655 W Broadway, #1410               |                             |          | San Diego      | CA    | 92101      |                |
| California American Water<br>Company |                             | PO BOX 7150                         |                             |          | Pasadena       | CA    | 91109-7150 |                |
| California Attorney General          | Attn Bankruptcy Department  | 1300 I St., Ste. 1740               |                             |          | Sacramento     | CA    | 95814-2919 |                |
| California Department of Justice     | Attorney Generals Office    | P.O. Box 944255                     |                             |          | Sacramento     | CA    | 94244-2550 |                |
| California Pak International, Inc.   |                             | 17706 S. Main St.                   |                             |          | Gardena        | CA    | 90248      |                |
| California State Controllars Office  | Unclaimed Property Division | 10600 White Rock Road Suite<br>141  |                             |          | Rancho Cordova | CA    | 95670      |                |
| Calix Valladares, Joshly             |                             | Address on File                     |                             |          |                |       |            |                |
| Callahan, Kathleen F.                |                             | Address on File                     |                             |          |                |       |            |                |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName | Address1              | Address2  | Address3 | City             | State | Zip   | Country |
|-------------------------------------|--------------------|-----------------------|-----------|----------|------------------|-------|-------|---------|
| Callahan, Sydney N.                 |                    | Address on File       |           |          |                  |       |       |         |
| Callanan, John C.                   |                    | Address on File       |           |          |                  |       |       |         |
| Callender, Jennifer A.              |                    | Address on File       |           |          |                  |       |       |         |
| Calleros, Kimberly K.               |                    | Address on File       |           |          |                  |       |       |         |
| CALLIE MICEK                        |                    | Address on File       |           |          |                  |       |       |         |
| Calmes, Tresea J.                   |                    | Address on File       |           |          |                  |       |       |         |
| Calos, Nicholas P.                  |                    | Address on File       |           |          |                  |       |       |         |
| Calvin, Sean L.                     |                    | Address on File       |           |          |                  |       |       |         |
| Calvo, Maria Bettina P.             |                    | Address on File       |           |          |                  |       |       |         |
| Camacho Jr., Hector                 |                    | Address on File       |           |          |                  |       |       |         |
| Camacho, Juan P.                    |                    | Address on File       |           |          |                  |       |       |         |
| Camacho, Lina J.                    |                    | Address on File       |           |          |                  |       |       |         |
| Camargo, Maritza N.                 |                    | Address on File       |           |          |                  |       |       |         |
| Cameron Brink                       |                    | Address on File       |           |          |                  |       |       |         |
| Cameron Group Associates, LLP       |                    | 600 E. Colonial Drive | Suite 100 |          | Orlando          | FL    | 32803 |         |
| Cameron, Bridget                    |                    | Address on File       |           |          |                  |       |       |         |
| Cameron, Melissa                    |                    | Address on File       |           |          |                  |       |       |         |
| CAMILLE LEWIS                       |                    | Address on File       |           |          |                  |       |       |         |
| Camille Swiech LLC                  |                    | Address on File       |           |          |                  |       |       |         |
| Camilotti, Bruno                    |                    | Address on File       |           |          |                  |       |       |         |
| Campa, Yazmin C.                    |                    | Address on File       |           |          |                  |       |       |         |
| Campbell Jr., Robert E.             |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Ashli-Jade                |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Emma                      |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Eric S.                   |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Jennifer L.               |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Linda A.                  |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Malika                    |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Nancy E.                  |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Natasha I.                |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Pete R.                   |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Seraya                    |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Stacey L.                 |                    | Address on File       |           |          |                  |       |       |         |
| Campbell, Susan A.                  |                    | Address on File       |           |          |                  |       |       |         |
| Campo Companies DBA The Simple Sort |                    | 119 E Costilla St     |           |          | Colorado Springs | CO    | 80903 |         |
| Campos, David                       |                    | Address on File       |           |          |                  |       |       |         |
| Campos, Ivory M.                    |                    | Address on File       |           |          |                  |       |       |         |
| Campos, Uriel                       |                    | Address on File       |           |          |                  |       |       |         |
| Campos, Victoria L.                 |                    | Address on File       |           |          |                  |       |       |         |
| Canada, Denquavius                  |                    | Address on File       |           |          |                  |       |       |         |
| Cancelliere, Rachel A.              |                    | Address on File       |           |          |                  |       |       |         |
| Canchola, Alexis                    |                    | Address on File       |           |          |                  |       |       |         |
| Candelaria Jr., Filbert E.          |                    | Address on File       |           |          |                  |       |       |         |
| CANDICE BRUMBELOW                   |                    | Address on File       |           |          |                  |       |       |         |
| Canfield, Richard P.                |                    | Address on File       |           |          |                  |       |       |         |
| Cannaday, Lacy A.                   |                    | Address on File       |           |          |                  |       |       |         |
| Canning, Edith P.                   |                    | Address on File       |           |          |                  |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                 | CreditorNoticeName | Address1                                | Address2                        | Address3 | City          | State | Zip        | Country |
|------------------------------|--------------------|---|---------------------------------|----------|---------------|-------|------------|---------|
| Cannon, Roxanne C.           |                    | Address on File                         |                                 |          |               |       |            |         |
| Cano, Elena                  |                    | Address on File                         |                                 |          |               |       |            |         |
| Cano, Natalie                |                    | Address on File                         |                                 |          |               |       |            |         |
| CANOPY                       |                    | 411 Post Road Dr.                       |                                 |          | Austin        | TX    | 78704      |         |
| Canopy DBA Hyku Home Inc.    |                    | 411 Post Road Drive                     |                                 |          | Austin        | TX    | 78704      |         |
| Cantactix Solutions USA Inc. |                    | 90 Hidden Lake Dr. #129                 |                                 |          | Sanford       | FL    | 32773      |         |
| Canteen Refreshment Services |                    | P.O. Box 417632                         |                                 |          | Boston        | MA    | 02241-7632 |         |
| Cantera, Maria D.            |                    | Address on File                         |                                 |          |               |       |            |         |
| Cantor, Nancy J.             |                    | Address on File                         |                                 |          |               |       |            |         |
| Cantu, Jacob                 |                    | Address on File                         |                                 |          |               |       |            |         |
| Cantua, Melissa              |                    | Address on File                         |                                 |          |               |       |            |         |
| Cantwell, Lisa               | Rami Salim, Esq.   | Stein Saks PLLC                         | One University Plaza, Suite 620 |          | Hackensack    | NJ    | 07601      |         |
| Cap Fixtures                 |                    | 445 McCormick Blvd                      |                                 |          | Columbus      | OH    | 43213-1526 |         |
| CAPABUNGA                    |                    | 7696 Bell Road                          |                                 |          | Windsor       | CA    | 95492      |         |
| CAPFinancial Partners, LLC   |                    | PO Box 896952                           |                                 |          | Charlotte     | NC    | 28289      |         |
| Capital Art                  |                    | 3073 17th Street                        |                                 |          | San Francisco | CA    | 94110      |         |
| Capital Technology, Inc.     |                    | 13980 Central Avenue                    |                                 |          | Chino         | CA    | 91710      |         |
| Capps, Cheryl A.             |                    | Address on File                         |                                 |          |               |       |            |         |
| Capps, John R.               |                    | Address on File                         |                                 |          |               |       |            |         |
| Capstone Mechanical          |                    | 300 Constitution Ave.                   | Suite 302                       |          | Portsmouth    | NH    | 03801      |         |
| Capstone Mechanical          |                    | 755 Banfield Road                       | Unit 102                        |          | Portsmouth    | NH    | 03801      |         |
| Captain, Roberta G.          |                    | Address on File                         |                                 |          |               |       |            |         |
| CARA OATES RUMPLIK           |                    | Address on File                         |                                 |          |               |       |            |         |
| Carapetyan, Carol            |                    | Address on File                         |                                 |          |               |       |            |         |
| Carassa, Cesar               |                    | Address on File                         |                                 |          |               |       |            |         |
| Caraveo, Francisco J.        |                    | Address on File                         |                                 |          |               |       |            |         |
| CARAWAY HOME                 |                    | 228 Park Ave S                          | PMB 75861                       |          | NEW YORK      | NY    | 10001      |         |
| Caraway Home, Inc.           |                    | 228 Park Ave S, PMB 75861               |                                 |          | New York      | NY    | 10001      |         |
| Carballo, Jose               |                    | Address on File                         |                                 |          |               |       |            |         |
| Card, Dakota A.              |                    | Address on File                         |                                 |          |               |       |            |         |
| Carde, Xavier A.             |                    | Address on File                         |                                 |          |               |       |            |         |
| Carden, Alexander C.         |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardenales, Angelica         |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardenas Monroy, Nicole D.   |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardenas, Carlos A.          |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardenas, Christina          |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardenas-Suarez, Maria E.    |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardinale, Patricia          |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardlytics Inc.              |                    | 675 EAST PONCE DELEON AVE NE SUITE 4100 |                                 |          | ATLANTA       | GA    | 30308      |         |
| Cardoza, Clare               |                    | Address on File                         |                                 |          |               |       |            |         |
| Cardwell, Sheri              |                    | Address on File                         |                                 |          |               |       |            |         |
| Carey, Phillip               |                    | Address on File                         |                                 |          |               |       |            |         |
| Caridad-Fuentes, Emily       |                    | Address on File                         |                                 |          |               |       |            |         |
| Carino, Ruben                |                    | Address on File                         |                                 |          |               |       |            |         |
| Carita, Nicole I.            |                    | Address on File                         |                                 |          |               |       |            |         |
| Carito, Cassandra            |                    | Address on File                         |                                 |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName | Address1            | Address2 | Address3 | City       | State | Zip        | Country |
|---|--------------------|---------------------|----------|----------|------------|-------|------------|---------|
| Carl Lindell                                  |                    | Address on File     |          |          |            |       |            |         |
| Carla Garrison                                |                    | Address on File     |          |          |            |       |            |         |
| Carlberg, Shea                                |                    | Address on File     |          |          |            |       |            |         |
| Carleton, Leslie A.                           |                    | Address on File     |          |          |            |       |            |         |
| Carling, Sonja S.                             |                    | Address on File     |          |          |            |       |            |         |
| Carlson, Amber                                |                    | Address on File     |          |          |            |       |            |         |
| Carlson, Lisa J.                              |                    | Address on File     |          |          |            |       |            |         |
| Carlson, Madeline R.                          |                    | Address on File     |          |          |            |       |            |         |
| Carlton, Susanna M.                           |                    | Address on File     |          |          |            |       |            |         |
| Carmean, Candace C.                           |                    | Address on File     |          |          |            |       |            |         |
| Carmichael, Bridget                           |                    | Address on File     |          |          |            |       |            |         |
| Carmichael, Sara                              |                    | Address on File     |          |          |            |       |            |         |
| Carmona, Jesse                                |                    | Address on File     |          |          |            |       |            |         |
| Carnogursky, Rachel                           |                    | Address on File     |          |          |            |       |            |         |
| Carol Harry                                   |                    | Address on File     |          |          |            |       |            |         |
| Carol Mancino                                 |                    | Address on File     |          |          |            |       |            |         |
| Carol Thebado                                 |                    | Address on File     |          |          |            |       |            |         |
| Caroline Cecka                                |                    | Address on File     |          |          |            |       |            |         |
| Caroline Kessler                              |                    | Address on File     |          |          |            |       |            |         |
| CAROLYN GRIGSBY REGALA                        |                    | Address on File     |          |          |            |       |            |         |
| CAROLYN LOREY                                 |                    | Address on File     |          |          |            |       |            |         |
| CAROLYN REGALA                                |                    | Address on File     |          |          |            |       |            |         |
| Carothers, Charles                            |                    | Address on File     |          |          |            |       |            |         |
| Carpenter, Julie                              |                    | Address on File     |          |          |            |       |            |         |
| Carr - Camper, Sara M.                        |                    | Address on File     |          |          |            |       |            |         |
| Carr, Allison                                 |                    | Address on File     |          |          |            |       |            |         |
| Carrico, Sydney                               |                    | Address on File     |          |          |            |       |            |         |
| CARRIE ANN ELROD                              |                    | Address on File     |          |          |            |       |            |         |
| Carrier Corporation                           |                    | 29917 Network Place |          |          | Chicago    | IL    | 60673-1299 |         |
| Carrillo Maldonado, Candy                     |                    | Address on File     |          |          |            |       |            |         |
| Carrillo, Claudia                             |                    | Address on File     |          |          |            |       |            |         |
| Carrillo, Kathleen M.                         |                    | Address on File     |          |          |            |       |            |         |
| Carrington, Terrill L.                        |                    | Address on File     |          |          |            |       |            |         |
| Carris, Jason R.                              |                    | Address on File     |          |          |            |       |            |         |
| Carroll, Kristen L.                           |                    | Address on File     |          |          |            |       |            |         |
| Carroll, Taylor                               |                    | Address on File     |          |          |            |       |            |         |
| Carson, Dawn                                  |                    | Address on File     |          |          |            |       |            |         |
| Carswell Enterprises dba Fish Window Cleaning |                    | PO Box 832674       |          |          | Richardson | TX    | 75083      |         |
| Carter II, Roland L.                          |                    | Address on File     |          |          |            |       |            |         |
| Carter, Alexandria J.                         |                    | Address on File     |          |          |            |       |            |         |
| Carter, Andrea L.                             |                    | Address on File     |          |          |            |       |            |         |
| Carter, Angelic O.                            |                    | Address on File     |          |          |            |       |            |         |
| Carter, Arnettia R.                           |                    | Address on File     |          |          |            |       |            |         |
| Carter, Barbara A.                            |                    | Address on File     |          |          |            |       |            |         |
| Carter, Brandon                               |                    | Address on File     |          |          |            |       |            |         |
| Carter, Bryce M.                              |                    | Address on File     |          |          |            |       |            |         |
| Carter, Dayvon                                |                    | Address on File     |          |          |            |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1                           | Address2                    | Address3 | City            | State | Zip        | Country |
|--|--------------------|------------------------------------|-----------------------------|----------|-----------------|-------|------------|---------|
| Carter, Kyle                           |                    | Address on File                    |                             |          |                 |       |            |         |
| Carter, Malcolm X.                     |                    | Address on File                    |                             |          |                 |       |            |         |
| Carter, Rebecca                        |                    | Address on File                    |                             |          |                 |       |            |         |
| Carter, Tara                           |                    | Address on File                    |                             |          |                 |       |            |         |
| Carter-Pierce, Kareem                  |                    | Address on File                    |                             |          |                 |       |            |         |
| Caruso, Sara                           |                    | Address on File                    |                             |          |                 |       |            |         |
| Caruth Jr., Atland                     |                    | Address on File                    |                             |          |                 |       |            |         |
| Caruthers, Melynda                     |                    | Address on File                    |                             |          |                 |       |            |         |
| Carvajal, Christine                    |                    | Address on File                    |                             |          |                 |       |            |         |
| Caryl M. Stern                         |                    | Address on File                    |                             |          |                 |       |            |         |
| Casa Collective Limited                |                    | 7/F Park Fook Industrial Building  |                             |          | Hong Kong       |       |            | China   |
| CASA COLLECTIVE LIMITED                |                    | 10B, Park Fook Industrial Building | 615-617 Tai Nan West Street |          | Hong Kong       |       | 000        | China   |
| Casalegno Marro, Olivier               |                    | Address on File                    |                             |          |                 |       |            |         |
| Casanova III, Gabriel                  |                    | Address on File                    |                             |          |                 |       |            |         |
| Casanova, Arthur                       |                    | Address on File                    |                             |          |                 |       |            |         |
| Case, Robert                           |                    | Address on File                    |                             |          |                 |       |            |         |
| Case, Seth                             |                    | Address on File                    |                             |          |                 |       |            |         |
| Casey, Alana                           |                    | Address on File                    |                             |          |                 |       |            |         |
| Cashmaster USA 2020, Inc               |                    | 9665 Tradeport Drive               |                             |          | Orlando         | FL    | 32827      |         |
| Cashmaster USA, Inc.                   |                    | 9665 Tradeport Drive               |                             |          | Orlando         | FL    | 32827      |         |
| CashStar, Inc.                         |                    | 25 Pearl Street                    | 2nd Floor                   |          | Portland        | ME    | 04101      |         |
| Casiano, Abdel                         |                    | Address on File                    |                             |          |                 |       |            |         |
| Casias, Gavin                          |                    | Address on File                    |                             |          |                 |       |            |         |
| Casillas, Christopher J.               |                    | Address on File                    |                             |          |                 |       |            |         |
| CASPARI                                |                    | 111 East High St                   |                             |          | Charlottesville | VA    | 22902      |         |
| CASPARI                                |                    | 1100 E High St                     |                             |          | Charlottesville | VA    | 22902      |         |
| Caspari                                |                    | 99 Cogwheel Lane                   |                             |          | Seymour         | CT    | 06483      |         |
| Caspari, Inc                           | Michael Wowk       | 99 Cogwheel Lane                   |                             |          | SEYMOUR         | CT    | 06483      |         |
| Cassandra Haire dba Simply Serene Home |                    | Address on File                    |                             |          |                 |       |            |         |
| CASSANDRA LYN MCGINTY                  |                    | Address on File                    |                             |          |                 |       |            |         |
| Cassara, Kristina A.                   |                    | Address on File                    |                             |          |                 |       |            |         |
| Cassarino, Lorraine                    |                    | Address on File                    |                             |          |                 |       |            |         |
| Cassell, Nicole E.                     |                    | Address on File                    |                             |          |                 |       |            |         |
| Castaneda, Luna                        |                    | Address on File                    |                             |          |                 |       |            |         |
| Castanou, Alva L.                      |                    | Address on File                    |                             |          |                 |       |            |         |
| Casteel, Aaron                         |                    | Address on File                    |                             |          |                 |       |            |         |
| Castellano-Martinez, Angelo            |                    | Address on File                    |                             |          |                 |       |            |         |
| Castellanos, Andy E.                   |                    | Address on File                    |                             |          |                 |       |            |         |
| Castellanos, Sophia L.                 |                    | Address on File                    |                             |          |                 |       |            |         |
| Castellon, Paolo                       |                    | Address on File                    |                             |          |                 |       |            |         |
| Caster Depot                           |                    | Dept 9014 P.O.BOX 30516            |                             |          | Lansing         | MI    | 48909-8016 |         |
| Castillo Ibarra, Eduardo               |                    | Address on File                    |                             |          |                 |       |            |         |
| Castillo, Allan R.                     |                    | Address on File                    |                             |          |                 |       |            |         |
| Castillo, Amanda                       |                    | Address on File                    |                             |          |                 |       |            |         |
| Castillo, Gabriel A.                   |                    | Address on File                    |                             |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName | Address1                     | Address2        | Address3 | City        | State | Zip        | Country |
|---|--------------------|------------------------------|-----------------|----------|-------------|-------|------------|---------|
| Castillo, Jamison                             |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Jerome S.                           |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Leonel E.                           |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Lizbeth                             |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Maria D.                            |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Moises                              |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Nasser A.                           |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Richard                             |                    | Address on File              |                 |          |             |       |            |         |
| Castillo, Rose M.                             |                    | Address on File              |                 |          |             |       |            |         |
| Castillo-Hernandez, Helen                     |                    | Address on File              |                 |          |             |       |            |         |
| Castleberry, James R.                         |                    | Address on File              |                 |          |             |       |            |         |
| Castleberry, Lezlie J.                        |                    | Address on File              |                 |          |             |       |            |         |
| Castorena, Elizabeth L.                       |                    | Address on File              |                 |          |             |       |            |         |
| Castranova, Traci D.                          |                    | Address on File              |                 |          |             |       |            |         |
| Castro, Abel                                  |                    | Address on File              |                 |          |             |       |            |         |
| Castro, Estefany                              |                    | Address on File              |                 |          |             |       |            |         |
| Castro, Kelly A.                              |                    | Address on File              |                 |          |             |       |            |         |
| Castro, Raydaisis                             |                    | Address on File              |                 |          |             |       |            |         |
| Castro, Traci C.                              |                    | Address on File              |                 |          |             |       |            |         |
| CAT DANG HANDCRAFT CO., LTD                   |                    | 151 Cong Hoa St. Ward 12     | Tan Binh        | Tan Binh | Ho Chi Minh |       | 84         | Vietnam |
| Catahoula Parish Sales Tax Fund               |                    | P.O. Box 250                 |                 |          | Vidalia     | LA    | 71373      |         |
| Catchings, Tracey                             |                    | Address on File              |                 |          |             |       |            |         |
| Cates, Jason                                  |                    | Address on File              |                 |          |             |       |            |         |
| CATHERINE FELIZ SERRANO                       |                    | Address on File              |                 |          |             |       |            |         |
| CATHERINE KELSO BENDIN                        |                    | Address on File              |                 |          |             |       |            |         |
| Catherine Krabbenschmidt                      |                    | Address on File              |                 |          |             |       |            |         |
| CATHERINE PRIEST                              |                    | Address on File              |                 |          |             |       |            |         |
| Catherine Sestokas                            |                    | Address on File              |                 |          |             |       |            |         |
| Catherine VanVolkenburg/ Accent on Organizing |                    | Address on File              |                 |          |             |       |            |         |
| Cathey, Joel                                  |                    | Address on File              |                 |          |             |       |            |         |
| CATHY BROOKS-FINE                             |                    | Address on File              |                 |          |             |       |            |         |
| Cathy Kemp                                    |                    | Address on File              |                 |          |             |       |            |         |
| Catto, Jillian                                |                    | Address on File              |                 |          |             |       |            |         |
| Catton, Michelle                              |                    | Address on File              |                 |          |             |       |            |         |
| Catucci, Dan                                  |                    | Address on File              |                 |          |             |       |            |         |
| Cavanagh, Linda R.                            |                    | Address on File              |                 |          |             |       |            |         |
| Caven, Samantha M.                            |                    | Address on File              |                 |          |             |       |            |         |
| Caviar La Llc                                 |                    | 6320 W Sunset Blvd           |                 |          | Los Angeles | CA    | 90028-7303 |         |
| Cavin Law, PLLC.                              |                    | PO Box 1091                  |                 |          | Guthrie     | OK    | 73044      |         |
| Cawthon, Nigel                                |                    | Address on File              |                 |          |             |       |            |         |
| Caydam, Alexis                                |                    | Address on File              |                 |          |             |       |            |         |
| CBC Group Inc.                                |                    | 5226 S 31st Place            |                 |          | Phoenix     | AZ    | 85040      |         |
| CBD Consolidated LLC DBA Slipstick USA        |                    | 1000 Apollo Rd STE B-03      |                 |          | Eagan       | MN    | 55121      |         |
| CBI Parallels                                 |                    | 350 N Clark                  | Suite 700       |          | Chicago     | IL    | 60654      |         |
| CBRE/Google                                   |                    | 6055 Primacy Parkway Suite 3 | Attn Don Howton |          | Memphis     | TN    | 38119      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName               | Address1                           | Address2                        | Address3 | City            | State | Zip        | Country |
|---|----------------------------------|------------------------------------|---------------------------------|----------|-----------------|-------|------------|---------|
| CDL Holdings DBA Neat Method Beverly Hills  |                                  | 3221 Overland Ave. #2223           |                                 |          | Los Angeles     | CA    | 90034      |         |
| CDW   |                                  | 200 N Milwaukee Ave                |                                 |          | Vernon Hills    | IL    | 60061      |         |
| CDW Direct, LLC                             |                                  | 200 N Milwaukee Ave                |                                 |          | Vernon Hills    | IL    | 60061      |         |
| CDW Direct, LLC                             |                                  | PO Box 75723                       |                                 |          | Chicago         | IL    | 60675-5723 |         |
| Cebolla Fine Flowers                        |                                  | 4415 Lovers Lane                   |                                 |          | University Park | TX    | 75225      |         |
| Cecilia Moyer                               |                                  | Address on File                    |                                 |          |                 |       |            |         |
| CECILIA ROBINSON                            |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Celaya-Alcala, Tania                        |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Celeste Farrar                              |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Celestino, Aylin L.                         |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Celsie Sneden dba CGS Services LLC          |                                  | Address on File                    |                                 |          |                 |       |            |         |
| cenno, Fred                                 |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Centeno, Josibel                            |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Centeno, Kimberly                           |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Center for BrainHealth                      | The Frances & Mildred Goad Bldg. | 2200 Mockingbird Lane              |                                 |          | Dallas          | TX    | 75235      |         |
| Centercal Properties, LLC                   |                                  | 1600 E. Franklin Avenue Suite A    |                                 |          | El Segundo      | CA    | 90245      |         |
| CenterPoint Energy                          | CenterPoint Energy, Inc.         | 1111 Louisiana Street              |                                 |          | Houston         | TX    | 77002      |         |
| CenterPoint Energy                          |                                  | P.O. Box 4981                      |                                 |          | HOUSTON         | TX    | 77210-4981 |         |
| CenterPoint Energy Minnegasco               | CenterPoint Energy, Inc.         | 505 Nicollet Mall                  |                                 |          | Minneapolis     | MN    | 55402      |         |
| CenterPoint Energy Minnegasco               |                                  | PO BOX 4671                        |                                 |          | HOUSTON         | TX    | 77210-4671 |         |
| Centnarowicz, Alyssa                        |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Century 360 / Century Fire Protection       |                                  | 2450 Satellite Blvd                |                                 |          | Duluth          | GA    | 30096      |         |
| Century City Mall, LLC                      | COO-Operations                   | c/o Westfield Corporation, Inc.    | 11601 Wilshire Blvd, 12th Floor |          | Los Angeles     | CA    | 90025-1748 |         |
| Century City Mall, LLC                      | Office of Legal Counsel          | c/o Westfield Corporation, Inc.    | 11601 Wilshire Blvd, 12th Floor |          | Los Angeles     | CA    | 90025-1748 |         |
| Century City Mall, LLC                      |                                  | 1801 Avenue of the Stars Suite 833 |                                 |          | Los Angeles     | CA    | 90067      |         |
| Century Distribution Systems, Inc.          |                                  | 4860 Cox Road                      | Suite 210                       |          | Glen Allen      | VA    | 23060      |         |
| Century Domestic Distribution Services, LLC |                                  | 4860 Cox Road                      | Suite 210                       |          | Glen Allen      | VA    | 23060      |         |
| Century Express                             |                                  | 4860 Cos Road                      | Suite 210                       |          | Glen Allen      | VA    | 23060      |         |
| CenturyLink                                 | c/o Lumen Technologies, Inc.     | 100 CenturyLink Drive              |                                 |          | Monroe          | LA    | 71203      |         |
| CenturyLink Summary                         |                                  | PO BOX 52187                       |                                 |          | PHOENIX         | AZ    | 85072-2187 |         |
| Cerda, Roque A.                             |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Cerda, Veronica                             |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Cerda-Nolasco, German                       |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Cerifi LLC                                  |                                  | 3625 Brookside Parkway Suite 450   |                                 |          | Alpharetta      | GA    | 30022      |         |
| Ceron, Ana                                  |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Ceron, Dustin                               |                                  | Address on File                    |                                 |          |                 |       |            |         |
| Cerullo, Kerri A.                           |                                  | Address on File                    |                                 |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName | Address1                              | Address2 | Address3 | City       | State | Zip        | Country        |
|---|--------------------|---------------------------------------|----------|----------|------------|-------|------------|----------------|
| Cervantes, Irene H.                           |                    | Address on File                       |          |          |            |       |            |                |
| Cervantes, Maria C.                           |                    | Address on File                       |          |          |            |       |            |                |
| Cesa, Kathleen K.                             |                    | Address on File                       |          |          |            |       |            |                |
| Cesario, Paul                                 |                    | Address on File                       |          |          |            |       |            |                |
| Cesena, Teresa L.                             |                    | Address on File                       |          |          |            |       |            |                |
| Cevallos, Isabel                              |                    | Address on File                       |          |          |            |       |            |                |
| CFC Underwriting Limited                      |                    | 85 Gracechurch Street                 |          |          | London     |       | EC3V 0AA   | United Kingdom |
| Cha, Christopher K.                           |                    | Address on File                       |          |          |            |       |            |                |
| Cha, Kay                                      |                    | Address on File                       |          |          |            |       |            |                |
| Chainalytics LLC                              |                    | 3225 Cumberland Blvd SE,<br>Suite 100 |          |          | Atlanta    | GA    | 30339      |                |
| Chalfant, Cathy D.                            |                    | Address on File                       |          |          |            |       |            |                |
| Chamberlain, Ellen V.                         |                    | Address on File                       |          |          |            |       |            |                |
| Champion, Kathleen                            |                    | Address on File                       |          |          |            |       |            |                |
| Chan, Molly M.                                |                    | Address on File                       |          |          |            |       |            |                |
| Chana Kraus                                   |                    | Address on File                       |          |          |            |       |            |                |
| Chana Kraus                                   |                    | Address on File                       |          |          |            |       |            |                |
| Chandler Raney                                |                    | Address on File                       |          |          |            |       |            |                |
| Chandonia, Jasmyne L.                         |                    | Address on File                       |          |          |            |       |            |                |
| Chandra, Husin                                |                    | Address on File                       |          |          |            |       |            |                |
| Chaney, Kaiyah N.                             |                    | Address on File                       |          |          |            |       |            |                |
| Chang, Troy E.                                |                    | Address on File                       |          |          |            |       |            |                |
| Chantell Dennis                               |                    | Address on File                       |          |          |            |       |            |                |
| Chapa, Roberto C.                             |                    | Address on File                       |          |          |            |       |            |                |
| Chaparro, Catharine K.                        |                    | Address on File                       |          |          |            |       |            |                |
| Chapman, Ayanna B.                            |                    | Address on File                       |          |          |            |       |            |                |
| Chapman, JShay S.                             |                    | Address on File                       |          |          |            |       |            |                |
| Chapman, Justin L.                            |                    | Address on File                       |          |          |            |       |            |                |
| Chappell, Jason                               |                    | Address on File                       |          |          |            |       |            |                |
| Chappell, Natasha L.                          |                    | Address on File                       |          |          |            |       |            |                |
| Chapple, Delores                              |                    | Address on File                       |          |          |            |       |            |                |
| CHARACTER                                     |                    | 321 N Loomis Street Ste 101           |          |          | Chicago    | IL    | 60607      |                |
| Charboneau, Austin L.                         |                    | Address on File                       |          |          |            |       |            |                |
| CHARLES ARTHUR HITT                           |                    | Address on File                       |          |          |            |       |            |                |
| Charles Edward Tyson                          |                    | Address on File                       |          |          |            |       |            |                |
| Charles Kevin Hinds                           |                    | Address on File                       |          |          |            |       |            |                |
| Charles Kranz DBA Jump Start A<br>Heart LLC   |                    | Address on File                       |          |          |            |       |            |                |
| Charles, Christian T.                         |                    | Address on File                       |          |          |            |       |            |                |
| Charles, Earl                                 |                    | Address on File                       |          |          |            |       |            |                |
| Charley, Tercell H.                           |                    | Address on File                       |          |          |            |       |            |                |
| Charlotte Clover                              |                    | Address on File                       |          |          |            |       |            |                |
| Charlotte Schutzman dba All<br>Moving Matters |                    | Address on File                       |          |          |            |       |            |                |
| Charter Communications                        |                    | 400 Washington Blvd.                  |          |          | Stamford   | CT    | 06902      |                |
| Charter Communications                        |                    | PO BOX 223085                         |          |          | Pittsburgh | PA    | 15251-2085 |                |
| Charter Communications                        |                    | BOX 223085                            |          |          | Pittsburgh | PA    | 15251-2085 |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName                  | Address1                     | Address2                | Address3 | City         | State | Zip   | Country |
|---------------------------------------|-------------------------------------|------------------------------|-------------------------|----------|--------------|-------|-------|---------|
| Charter Communications Operating, LLC | Attn Commercial Customer Agreements | Corporate - Legal Operations | 12405 Powerscourt Drive |          | St. Louis    | MO    | 63131 |         |
| Charters, Tracey A.                   |                                     | Address on File              |                         |          |              |       |       |         |
| Chase, Ashley L.                      |                                     | Address on File              |                         |          |              |       |       |         |
| Chase, Shania L.                      |                                     | Address on File              |                         |          |              |       |       |         |
| Chase, Shaynea E.                     |                                     | Address on File              |                         |          |              |       |       |         |
| Chase, Stephanie A.                   |                                     | Address on File              |                         |          |              |       |       |         |
| Chastain, Eva                         |                                     | Address on File              |                         |          |              |       |       |         |
| Chatham, Lisa A.                      |                                     | Address on File              |                         |          |              |       |       |         |
| Chatzidakis, Crystal A.               |                                     | Address on File              |                         |          |              |       |       |         |
| Chauteh, Mark                         |                                     | Address on File              |                         |          |              |       |       |         |
| Chavarria, William                    |                                     | Address on File              |                         |          |              |       |       |         |
| Chavers, Jalen                        |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez Jr., Eugenio                   |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez Jr., Zachary A.                |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Alejandro J.                  |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Barbara                       |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Blanca E.                     |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Cyle L.                       |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Kimberly                      |                                     | Address on File              |                         |          |              |       |       |         |
| Chavez, Lorenzo                       |                                     | Address on File              |                         |          |              |       |       |         |
| Chavis, Keyanti                       |                                     | Address on File              |                         |          |              |       |       |         |
| Cheatem, Ania S.                      |                                     | Address on File              |                         |          |              |       |       |         |
| Checkmarx Inc                         |                                     | 140 E Ridgewood Avenue       | Suite 415 South Tower   |          | Paramus      | NJ    | 07652 |         |
| CheckSammy Inc                        |                                     | 7801 Alma Dr, Suite #105-281 |                         |          | Plano        | TX    | 75025 |         |
| Cheek, Suzanne                        |                                     | Address on File              |                         |          |              |       |       |         |
| Cheeks, Jalen                         |                                     | Address on File              |                         |          |              |       |       |         |
| Cheever, Mayra G.                     |                                     | Address on File              |                         |          |              |       |       |         |
| Chelsea Rivas                         |                                     | Address on File              |                         |          |              |       |       |         |
| Chen, Monica E.                       |                                     | Address on File              |                         |          |              |       |       |         |
| Cheney, Lynnea                        |                                     | Address on File              |                         |          |              |       |       |         |
| Cheney, Nicholas                      |                                     | Address on File              |                         |          |              |       |       |         |
| Chenoweth, William A.                 |                                     | Address on File              |                         |          |              |       |       |         |
| Chepkonga, Monicah                    |                                     | Address on File              |                         |          |              |       |       |         |
| Cherry Bekaert                        |                                     | Address on File              |                         |          |              |       |       |         |
| Cherry Hill Center, LLC               | General Counsel                     | c/o PREIT Services, LLC      | One Commerce Square     |          | Philadelphia | PA    | 19103 |         |
| Cherry Hill Center, LLC               |                                     | 2000 Route 38, Suite 514     |                         |          | Cherry Hill  | NJ    | 08002 |         |
| Cherry, Tyshaun                       |                                     | Address on File              |                         |          |              |       |       |         |
| Chertok, Deborah R.                   |                                     | Address on File              |                         |          |              |       |       |         |
| Cherwalk, Victoria P.                 |                                     | Address on File              |                         |          |              |       |       |         |
| Chery, Cendy                          |                                     | Address on File              |                         |          |              |       |       |         |
| CHERYL D THOMPSON                     |                                     | Address on File              |                         |          |              |       |       |         |
| CHERYL IMELDA HAMPTON                 |                                     | Address on File              |                         |          |              |       |       |         |
| CHERYL PARSONS                        |                                     | Address on File              |                         |          |              |       |       |         |
| Chesbrough, Ashley                    |                                     | Address on File              |                         |          |              |       |       |         |
| Cheshire, Clinton                     |                                     | Address on File              |                         |          |              |       |       |         |
| Chesser, Tracey M.                    |                                     | Address on File              |                         |          |              |       |       |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName              | Address1                        | Address2                     | Address3 | City          | State | Zip        | Country |
|-----------------------------------|---------------------------------|---------------------------------|------------------------------|----------|---------------|-------|------------|---------|
| Chestnut Hill Shopping Center LLC | Attn Lease Compliance Dept.     | 33 Boylston St., Suite 3000     |                              |          | Chestnut Hill | MA    | 02467      |         |
| Chestnut Hill Shopping Center LLC |                                 | 33 Boylston St                  | Suite 3000                   |          | Chestnut Hill | MA    | 02467      |         |
| CHET KEIZER                       |                                 | Address on File                 |                              |          |               |       |            |         |
| Chiaro, Joshua                    |                                 | Address on File                 |                              |          |               |       |            |         |
| Chiaro, Mary L.                   |                                 | Address on File                 |                              |          |               |       |            |         |
| Chicago Tribune                   |                                 | P.O. Box 8029                   |                              |          | Willoughby    | OH    | 44096      |         |
| Chicago Tribune                   |                                 | 14839 Collections Center Drive  |                              |          | Chicago       | IL    | 60693-0148 |         |
| Chico, Raquel                     |                                 | Address on File                 |                              |          |               |       |            |         |
| Chieza I, Shelter                 |                                 | Address on File                 |                              |          |               |       |            |         |
| Child, Steven R.                  |                                 | Address on File                 |                              |          |               |       |            |         |
| Childers, Jocelyn                 |                                 | Address on File                 |                              |          |               |       |            |         |
| Childrens Health                  |                                 | 1935 Medical District Drive     | Attn Accounts Payable        |          | Dallas        | TX    | 75235      |         |
| Childress, Jordan A.              |                                 | Address on File                 |                              |          |               |       |            |         |
| CHILEWICH SULTAN LLC              |                                 | 39 West 19th St                 | 11th Floor                   |          | NEW YORK      | NY    | 10011      |         |
| Chilewich Sultan LLC              |                                 | 44 East v32nd Street            |                              |          | New York      | NY    | 10016      |         |
| Chillette, Samuel                 |                                 | Address on File                 |                              |          |               |       |            |         |
| Chimney Rock Crossing West, LLC   | c/o Regency Centers Corporation | Four Radnor Corporate Center    | 100 Matsonford Rd, Suite 510 |          | Radnor        | PA    | 19087      |         |
| Chimney Rock Crossing West, LLC   | Lease Administration            | c/o Regency Centers Corporation | One Independent Dr           |          | Jacksonville  | FL    | 32202-5019 |         |
| Chimney Rock Crossing West, LLC   | Legal Department                | c/o Regency Centers Corporation | One Independent Dr           |          | Jacksonville  | FL    | 32202-5019 |         |
| Chin, Michelle                    |                                 | Address on File                 |                              |          |               |       |            |         |
| Chinea, Nicolas                   |                                 | Address on File                 |                              |          |               |       |            |         |
| Chintam, Kalyan                   |                                 | Address on File                 |                              |          |               |       |            |         |
| Chipeco, Ma Rosario Remedios V.   |                                 | Address on File                 |                              |          |               |       |            |         |
| Chiquito, Gabriela                |                                 | Address on File                 |                              |          |               |       |            |         |
| Chitwood, Shelby                  |                                 | Address on File                 |                              |          |               |       |            |         |
| Chmielewski, Lauri J.             |                                 | Address on File                 |                              |          |               |       |            |         |
| Choal, Caitlyn                    |                                 | Address on File                 |                              |          |               |       |            |         |
| Chodzin, Rebecca B.               |                                 | Address on File                 |                              |          |               |       |            |         |
| Chodzin, Thomas E.                |                                 | Address on File                 |                              |          |               |       |            |         |
| Choi, Cindy                       |                                 | Address on File                 |                              |          |               |       |            |         |
| Choi, Zaesun J.                   |                                 | Address on File                 |                              |          |               |       |            |         |
| Chon, Andrew                      |                                 | Address on File                 |                              |          |               |       |            |         |
| Choquette, Natalie                |                                 | Address on File                 |                              |          |               |       |            |         |
| Choquette, Nicole                 |                                 | Address on File                 |                              |          |               |       |            |         |
| Choy, Lily                        |                                 | Address on File                 |                              |          |               |       |            |         |
| Chramowicz, Courtney              |                                 | Address on File                 |                              |          |               |       |            |         |
| Chris DePippo                     |                                 | Address on File                 |                              |          |               |       |            |         |
| CHRIS FOTI                        |                                 | Address on File                 |                              |          |               |       |            |         |
| Chris Lind                        |                                 | Address on File                 |                              |          |               |       |            |         |
| Chris Loves Julia LLC             |                                 | 106 Symphony Ct                 |                              |          | Cary          | NC    | 27502      |         |
| Chris Silversmith                 |                                 | Address on File                 |                              |          |               |       |            |         |
| Chris Watson                      |                                 | Address on File                 |                              |          |               |       |            |         |
| CHRISLIE KNOTT                    |                                 | Address on File                 |                              |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                            | CreditorNoticeName           | Address1                          | Address2       | Address3 | City         | State | Zip   | Country |
|---|------------------------------|-----------------------------------|----------------|----------|--------------|-------|-------|---------|
| Christa Collins                         | Providence One Builders, LLC | Address on File                   |                |          |              |       |       |         |
| Christa Collins                         |                              | Address on File                   |                |          |              |       |       |         |
| Christensen, Ashley R.                  |                              | Address on File                   |                |          |              |       |       |         |
| Christensen, Janice                     |                              | Address on File                   |                |          |              |       |       |         |
| Christian Poma Vasquez                  |                              | Address on File                   |                |          |              |       |       |         |
| Christiana Fashion Center, LLC          |                              | P.O. Box 7189                     |                |          | Wilmington   | DE    | 19803 |         |
| Christiana Fashion Centre LLC           | c/o AP Realty Group LLC      | P.O. Box 7189                     |                |          | Wilmington   | DE    | 19803 |         |
| Christina Cooper                        |                              | Address on File                   |                |          |              |       |       |         |
| Christina Theoharis                     |                              | Address on File                   |                |          |              |       |       |         |
| CHRISTINE ANN SMITH                     |                              | Address on File                   |                |          |              |       |       |         |
| Christine Kearney                       |                              | Address on File                   |                |          |              |       |       |         |
| Christley, Kimberly A.                  |                              | Address on File                   |                |          |              |       |       |         |
| Christley, Timothy A.                   |                              | Address on File                   |                |          |              |       |       |         |
| Christofi, Mark                         |                              | Address on File                   |                |          |              |       |       |         |
| CHRISTOPHER ALAN CRAWFORD               |                              | Address on File                   |                |          |              |       |       |         |
| CHRISTOPHER ROBERT MORGAN               |                              | Address on File                   |                |          |              |       |       |         |
| Christopher Sabat                       |                              | Address on File                   |                |          |              |       |       |         |
| Christy D. Talese, CPO                  |                              | Address on File                   |                |          |              |       |       |         |
| CHRISTY QUINN                           |                              | Address on File                   |                |          |              |       |       |         |
| Chrystal Champagne                      |                              | Address on File                   |                |          |              |       |       |         |
| Chu LLC dba Chuco                       |                              | PO Box 10001                      |                |          | Oakland      | CA    | 94610 |         |
| Chu, Gloria M.                          |                              | Address on File                   |                |          |              |       |       |         |
| Chu, Matthew                            |                              | Address on File                   |                |          |              |       |       |         |
| Chu, Olivia B.                          |                              | Address on File                   |                |          |              |       |       |         |
| Chubb                                   |                              | 5505 N Cumberland Ave., Suite 301 |                |          | Chicago      | IL    | 60656 |         |
| Chubb                                   |                              | P.O. Box 15054                    |                |          | Wilmington   | DE    | 19850 |         |
| Chuck, Matthew R.                       |                              | Address on File                   |                |          |              |       |       |         |
| CHUG, INC.                              |                              | 7157 Shady Oak Road               |                |          | Eden Prairie | MN    | 55344 |         |
| Chug, Inc.                              |                              | 411 Washington Ave N              |                |          | Minneapolis  | MN    | 55401 |         |
| Chung, Jesse                            |                              | Address on File                   |                |          |              |       |       |         |
| Chung, JonLin                           |                              | Address on File                   |                |          |              |       |       |         |
| Church, Theresa                         |                              | Address on File                   |                |          |              |       |       |         |
| Church, Tiffany N.                      |                              | Address on File                   |                |          |              |       |       |         |
| Ciampi, Julie A.                        |                              | Address on File                   |                |          |              |       |       |         |
| Cianfichi, Lidia C.                     |                              | Address on File                   |                |          |              |       |       |         |
| Ciaramello, Frank                       |                              | Address on File                   |                |          |              |       |       |         |
| CIE RICH REPRESENTACIONES SL            |                              | Calle Manuel Tovar 25             | Piso 4         |          | Madrid       |       | 28034 | Spain   |
| CIE RICH REPRESENTACIONES SL            |                              | CALLE SANGLAS 21 POL. IND.        | PRADO CONCEJIL |          | LOECHES      |       | 28890 | Spain   |
| Cifuentes, Diego J.                     |                              | Address on File                   |                |          |              |       |       |         |
| Cigna Health and Life Insurance Company | CHLIC                        | 5476 Collection Center Drive      |                |          | Chicago      | IL    | 60693 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName                                | Address1                          | Address2                            | Address3 | City          | State | Zip        | Country |
|--|---|-----------------------------------|-------------------------------------|----------|---------------|-------|------------|---------|
| CIGNA Life Insurance Company of New York |   | PO Box 783072                     |                                     |          | Philadelphia  | PA    | 19178      |         |
| Cillie, Amy D.                           |   | Address on File                   |                                     |          |               |       |            |         |
| Cimo, Laura C.                           |   | Address on File                   |                                     |          |               |       |            |         |
| CINCHA TRAVEL                            |   | 200 LAKESIDE DR                   | 804                                 |          | OAKLAND       | CA    | 94612      |         |
| Cindy Alexander                          |   | Address on File                   |                                     |          |               |       |            |         |
| Cindy Fassler                            | Jana Eisinger, Esq.                               | Law Office of Jana Eisinger, PLLC | 4610 South Ulster Street, Suite 150 |          | Denver        | CO    | 80237      |         |
| Cindy Fassler                            | Jeremy Y. Weltman, Esq.<br>Adam G. Gutbezah, Esq. | Ruberto, Israel & Weiner, P.C.    | 255 State Street, 7th Floor         |          | Boston        | MA    | 02109      |         |
| Cindy Fassler                            | Lynn R. Agre                                      | GLENN AGRE BERGMAN & FUENTES LLP  | 44 MONTGOMERY STREET, SUITE 2410    |          | SAN FRANCISCO | CA    | 94104      |         |
| Cindy Fassler                            | Timothy Eider, Esq. Kristofer A. Nelson, Esq.     | TRE LEGAL PRACTICE, LLC           | 1155 Market Street, 10th Floor      |          | San Francisco | CA    | 94103      |         |
| Cindy Love                               |   | Address on File                   |                                     |          |               |       |            |         |
| Cintas                                   |   | P.O. Box 630803                   |                                     |          | Cincinnati    | OH    | 45263-0803 |         |
| Cintas                                   |   | P.O. Box 631025                   |                                     |          | Cincinnati    | OH    | 45263-1025 |         |
| Cintas Fire Protection F75/F94           |   | P.O. Box 636525                   |                                     |          | Cincinnati    | OH    | 45263      |         |
| Cintas First Aid & Safety                |   | P.O. Box 631025                   |                                     |          | Cincinnati    | OH    | 45263-1025 |         |
| Cintron, Luis A.                         |   | Address on File                   |                                     |          |               |       |            |         |
| Cintron, Milton E.                       |   | Address on File                   |                                     |          |               |       |            |         |
| Ciornei, Mihail D.                       |   | Address on File                   |                                     |          |               |       |            |         |
| CIPIO, Inc.                              |   | 1765 Greensboro Station Pl        | Suite 900                           |          | McLean        | VA    | 22102      |         |
| Ciprian, Julio M.                        |   | Address on File                   |                                     |          |               |       |            |         |
| Cipriano, Joseph R.                      |   | Address on File                   |                                     |          |               |       |            |         |
| Cirnigliaro, Wai Kei Vickie              |   | Address on File                   |                                     |          |               |       |            |         |
| Cirone, Sydney A.                        |   | Address on File                   |                                     |          |               |       |            |         |
| Cirque                                   |   | 2500 North Houston St             |                                     |          | Dallas        | TX    | 75218      |         |
| Cisco - Eagle, Inc.                      |   | Department 1225                   |                                     |          | Tulsa         | OK    | 74182      |         |
| Cisneros III, Salvador I.                |   | Address on File                   |                                     |          |               |       |            |         |
| Cisneros Murillo, Andrea                 |   | Address on File                   |                                     |          |               |       |            |         |
| Citibank, N.A.                           | Rola Tsengpappalardo                              | 388 Greenwich Street, 17th Floor  |                                     |          | New York      | NY    | 10013      |         |
| Citizens Energy Group                    |   | 2020 North Meridian St.           |                                     |          | Indianapolis  | IN    | 46202      |         |
| Citizens Energy Group                    |   | PO Box 7056                       |                                     |          | Indianapolis  | IN    | 46207-7056 |         |
| City and County of Broomfield            |   | PO Box 407                        |                                     |          | Broomfield    | CO    | 80038-0407 |         |
| City and County of Denver                | Excise and License Alarm Division                 | PO Box 650781                     |                                     |          | Dallas        | TX    | 75265-0781 |         |
| City and County of Denver                | Manager of Revenue Treasury Division              | P.O. Box 17430                    |                                     |          | Denver        | CO    | 80217-0430 |         |
| City and County of Denver                |   | PO Box 733422                     |                                     |          | Dallas        | TX    | 75373      |         |
| City and County of Denver                |   | 201 W Colfax Ave                  |                                     |          | Denver        | CO    | 80202      |         |
| City and County of Denver                |   | PO Box 17420                      |                                     |          | Denver        | CO    | 80217-0420 |         |
| City of Albuquerque                      |   | P.O. Box 25700                    |                                     |          | Albuquerque   | NM    | 87125-5700 |         |
| City of Alpharetta                       |   | P.O. Box 349                      |                                     |          | Alpharetta    | GA    | 30009-0349 |         |
| City of Alpharetta                       |   | PO Box 117022                     |                                     |          | Atlanta       | GA    | 30368-7022 |         |
| City Of Arlington                        | Arlington Police Department                       | P.O. Box 1065                     |                                     |          | Arlington     | TX    | 76004-1065 |         |
| City Of Arlington                        |   | P. O. Box 90231                   | MS 07-0100                          |          | Arlington     | TX    | 76004-0231 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName                      | Address1                                | Address2      | Address3 | City             | State | Zip        | Country |
|--|---|---|---------------|----------|------------------|-------|------------|---------|
| City of Arvada                           | Sales Tax Division                      | PO Box 8101                             |               |          | Arvada           | CO    | 80001-8101 |         |
| City of Atlanta                          |   | Po Box 105288                           |               |          | Atlanta          | GA    | 30348-5288 |         |
| City Of Atlanta - Business               | Atlanta False Alarm Reduction           | PO Box 936104                           |               |          | Atlanta          | GA    | 31193-6104 |         |
| City Of Atlanta - Business               |   | Municipal Revenue Collector             | Po Box 105288 |          | Atlanta          | GA    | 30348-5288 |         |
| City of Atlanta, GA-Dept of Watershed Mg |   | 72 Marietta Street NE                   |               |          | Atlanta          | GA    | 30303      |         |
| City of Atlanta, GA-Dept of Watershed Mg |   | PO Box 105275                           |               |          | ATLANTA          | GA    | 30348-5275 |         |
| City of Austin, TX                       |   | PO Box 2267                             |               |          | Austin           | TX    | 78783-2267 |         |
| City of Austin, TX                       |   | 4815 Mueller Blvd                       |               |          | Austin           | TX    | 78723-3573 |         |
| City of Beachwood                        |   | 25325 Fairmount Blvd                    |               |          | Beachwood        | OH    | 44122      |         |
| City of Bellevue                         |   | P.O. Box 90012                          |               |          | Bellevue         | WA    | 98009-9012 |         |
| City of Bellevue                         |   | P.O. Box 740664                         |               |          | Los Angeles      | CA    | 90074-0664 |         |
| City of Boulder Dept of Finance          | Sales/Use Tax Division                  | PO Box 791                              |               |          | Boulder          | CO    | 80306-0791 |         |
| City of Brentwood                        |   | 2348 S. Brentwood Blvd                  |               |          | Brentwood        | MO    | 63144      |         |
| City of Centennial                       |   | PO Box 17383                            |               |          | Denver           | CO    | 80217      |         |
| City of Charlotte NC                     |   | PO Box 31032                            |               |          | Charlotte        | NC    | 28231-1032 |         |
| City Of Chicago Dept. Of Revenue         |   | Hansen IPI                              | PO Box 95242  |          | Chicago          | IL    | 60694-5242 |         |
| City Of Chicago Dept. Of Revenue         |   | False Burglar Alarm Unit P. O. Box 4956 |               |          | Chicago          | IL    | 60680-4956 |         |
| City of Chicago, IL- Dept. of Water      | Jardine Water Treatment Plant           | 1000 East Ohio Street                   |               |          | Chicago          | IL    | 60611      |         |
| City of Colorado Springs                 |   | 30 S Nevada Avenue                      | Suite 203     |          | Colorado Springs | CO    | 80903      |         |
| City of Coppell Alarm Program            |   | PO Box 140545                           |               |          | Irving           | TX    | 75014      |         |
| City of Coppell, TX                      |   | 255 E Parkway Boulevard                 |               |          | Coppell          | TX    | 75019      |         |
| City of Coppell, TX                      |   | P.O. Box 9478                           |               |          | Coppell          | TX    | 75019      |         |
| City Of Costa Mesa                       | City of Costa Mesa - Finance Department | 77 Fair Drive, 1st Floor                |               |          | Costa Mesa       | CA    | 92626      |         |
| City Of Costa Mesa                       |   | 77 Fair Drive, 1st Floor                |               |          | Costa Mesa       | CA    | 92626      |         |
| City of Cranston                         | Cranston City Hall                      | 869 Park Ave                            |               |          | Cranston         | RI    | 02910      |         |
| City of Cranston                         | Tax Collector                           | PO Box 1177                             |               |          | Providence       | RI    | 02901-1177 |         |
| City of Cranston                         |   | 869 Park Ave                            |               |          | Cranston         | RI    | 02910      |         |
| City of Dallas, TX                       | Water Utilities                         | 1500 Marilla Street, Room 4A North      |               |          | Dallas           | TX    | 75201      |         |
| City of Dallas, TX                       |   | CITY HALL 2D South                      |               |          | Dallas           | TX    | 75277      |         |
| City of Dunwoody                         |   | P.O. Box 888074                         |               |          | Dunwoody         | GA    | 30356      |         |
| City of Dunwoody                         |   | 41 Perimeter Center East, Suite 250     |               |          | Dunwoody         | GA    | 30346      |         |
| City of Dunwoody                         |   | 4800 Ashford Dunwoody Road              |               |          | Dunwoody         | GA    | 30338      |         |
| City of El Segundo                       | Attn Fire Department                    | 350 Main Street                         |               |          | El Segundo       | CA    | 90245      |         |
| City of El Segundo                       |   | 350 Main Street                         |               |          | El Segundo       | CA    | 90245      |         |
| City of El Segundo Water Dept, CA        |   | 350 Main Street                         |               |          | El Segundo       | CA    | 90245      |         |
| City of El Segundo Water Dept, CA        |   | PO Box 101426                           |               |          | Pasadena         | CA    | 91189-1426 |         |
| City of Elmhurst                         |   | 209 N YORK ST                           |               |          | ELMHURST         | IL    | 60126      |         |
| City of Englewood, CO                    |   | 1000 Englewood Parkway                  |               |          | Englewood        | CO    | 80110      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                           | CreditorNoticeName                    | Address1                          | Address2     | Address3 | City             | State | Zip        | Country |
|--|---------------------------------------|-----------------------------------|--------------|----------|------------------|-------|------------|---------|
| City Of Fort Worth, The                | City of Fort Worth                    | PO Box 99005                      |              |          | Fort Worth       | TX    | 76199-0005 |         |
| City of Foster City/Emid               |                                       | 610 FOSTER CITY BLVD              |              |          | FOSTER CITY      | CA    | 94404      |         |
| City of Germantown                     |                                       | PO Box 5171                       |              |          | Memphis          | TN    | 38101      |         |
| City of Germantown, TN                 |                                       | 1930 S. Germantown Road           |              |          | Germantown       | TN    | 38138      |         |
| City of Germantown, TN                 |                                       | PO Box 2274                       |              |          | Memphis          | TN    | 38101-2274 |         |
| City of Glendale                       |                                       | 950 South Birch Street            |              |          | Glendale         | CO    | 80246-2599 |         |
| City of Glendale - Police Department   |                                       | 6835 N. 57th Drive                |              |          | Glendale         | AZ    | 85301      |         |
| City Of Glendale (AZ)                  |                                       | 5850 West Glendale Avenue         |              |          | Glendale         | AZ    | 85301      |         |
| City of Glendale, AZ                   |                                       | P.O. Box 500                      |              |          | Glendale         | AZ    | 85311-0500 |         |
| City of Glenwood Springs               |                                       | P.O. Box 458                      |              |          | Glenwood Springs | CO    | 81602      |         |
| City of Golden                         |                                       | P.O. Box 5885                     |              |          | Denver           | CO    | 80217      |         |
| City of Greeley                        |                                       | P.O. Box 1648                     |              |          | Greeley          | CO    | 80632      |         |
| City of Hallandale Beach               |                                       | 400 S Federal Highway             |              |          | Hallandale Beach | FL    | 33009-6433 |         |
| City Of Houston-                       | City of Houston - Burglar Alarm Admin | PO Box 203887                     |              |          | Houston          | TX    | 77216-3887 |         |
| City Of Houston-                       |                                       | PO Box 3625                       |              |          | Houston          | TX    | 77253      |         |
| City Of Houston, Sign Administration   |                                       | PO Box 2688                       |              |          | Houston          | TX    | 77252-2688 |         |
| City of Houston, TX - Water/Wastewater |                                       | PO Box 1560                       |              |          | HOUSTON          | TX    | 77251-1560 |         |
| City of Houston, TX - Water/Wastewater |                                       | 611 Walker St                     |              |          | Houston          | TX    | 77002      |         |
| City of Indianapolis                   |                                       | 200 E. Washington St.             | Ste 2260     |          | Indianapolis     | IN    | 46204      |         |
| City of Little Rock                    | Treasury Management Division          | 500 West Markham Street Suite 100 |              |          | Little Rock      | AR    | 72201-1497 |         |
| City of Little Rock                    |                                       | 500 West Markham Street Suite 100 |              |          | Little Rock      | AR    | 72201-1497 |         |
| City of Lone Tree                      |                                       | 9220 Kimmer Dr, Suite 100         |              |          | Lone Tree        | CO    | 80124      |         |
| City of Lone Tree                      |                                       | Department 1882                   |              |          | Denver           | CO    | 80291-1882 |         |
| City of Longmont                       |                                       | 350 Kimbark Street                |              |          | Longmont         | CO    | 80501      |         |
| City of Los Angeles, The               | Finance False Alarms LBX              | P.O. Box 102655                   |              |          | Pasadena         | CA    | 91189      |         |
| City of Los Angeles, The               | Office of Finance                     | P.O Box 51112                     |              |          | Los Angeles      | CA    | 90051      |         |
| City of Los Angeles, The               |                                       | 201 N. Figueroa                   |              |          | Los Angeles      | CA    | 90012      |         |
| City of New Orleans                    |                                       | PO Box 61840                      |              |          | New Orleans      | LA    | 70161      |         |
| City of Newton                         | Dept of Weights and Measures          | 1000 Commonwealth Avenue          |              |          | Newton Centre    | MA    | 02459      |         |
| City of Newton                         |                                       | P.O. Box 9137                     |              |          | Newton           | MA    | 02460-9137 |         |
| City of Novi                           |                                       | PO BOX 33321                      |              |          | Detroit          | MI    | 48232-5321 |         |
| City of Novi                           |                                       | Drawer 67                         | PO BOX 33321 |          | Detroit          | MI    | 48232-5321 |         |
| City of Oklahoma City, OK              |                                       | 420 W Main St Ste 501             |              |          | Oklahoma City    | OK    | 73102      |         |
| City of Oklahoma City, OK              |                                       | PO BOX 26570                      |              |          | Oklahoma City    | OK    | 73126-0570 |         |
| City of Orlando                        |                                       | 400 S. Orange Avenue              |              |          | Orlando          | FL    | 32801      |         |
| City of Oxnard                         | Oxnard False Alarm Reduction Program  | PO Box 741223                     |              |          | Los Angeles      | CA    | 90074      |         |
| City of Oxnard                         | Oxnard Fire Department                | 360 West Second Street            |              |          | Oxnard           | CA    | 93030      |         |
| City of Oxnard                         |                                       | 214 South C St.                   |              |          | Oxnard           | CA    | 93030      |         |

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|---|-------------------------------------|---|---------------------------------|----------|--------------------|-------|------------|---------|
| City of Oxnard, CA                          |                                     | 214 South C St                              |                                 |          | Oxnard             | CA    | 93030-5712 |         |
| City of Oxnard, CA                          |                                     | 300 W 3rd St.                               |                                 |          | Oxnard             | CA    | 93030      |         |
| City of Palm Beach Gardens                  |                                     | 10500 N. Military Trail                     |                                 |          | Palm Beach Gardens | FL    | 33410      |         |
| City of Palo Alto                           | Palo Alto Police Dept-Alarm Officer | 275 Forest Ave                              |                                 |          | Palo Alto          | CA    | 94301      |         |
| City of Palo Alto                           |                                     | PO Box 743019                               |                                 |          | Los Angeles        | CA    | 90074-3019 |         |
| City of Palo Alto                           |                                     | 275 Forest Ave                              |                                 |          | Palo Alto          | CA    | 94301      |         |
| City of Palo Alto Utilities, CA             |                                     | PO Box 51019                                |                                 |          | Los Angeles        | CA    | 90051-5319 |         |
| City of Palo Alto Utilities, CA             |                                     | 250 Hamilton Ave                            |                                 |          | Palo Alto          | CA    | 94301      |         |
| City of Pasadena                            | Finance - Accounts Receivable       | 100 N. Garfield Ave. Rm N123<br>PO Box 7115 |                                 |          | Pasadena           | CA    | 91109-7215 |         |
| City of Pasadena                            | Finance- Accounts Receivable        | 100 N Garfield Avenue N106<br>PO Box 7115   |                                 |          | Pasadena           | CA    | 91109      |         |
| City of Pasadena                            | Pasadena Fire Recovery Program      | PO Box 748631                               |                                 |          | Los Angeles        | CA    | 90074-8631 |         |
| City of Peabody                             | Peabody Police Department           | 6 Allens Lane                               |                                 |          | Peabody            | MA    | 01960      |         |
| City of Peabody                             |                                     | 6 Allens Lane                               |                                 |          | Peabody            | MA    | 01960      |         |
| City of Peabody                             |                                     | PO Box 3047                                 | Attn Personal Property Payments |          | Peabody            | MA    | 01961-3047 |         |
| City of Peabody, MA                         |                                     | 24 Lowell St.                               |                                 |          | Peabody            | MA    | 01960      |         |
| City of Peabody, MA                         |                                     | PO Box 3047                                 |                                 |          | Peabody            | MA    | 01961-3047 |         |
| City of Phoenix                             | Planning @ Development Department   | PO Box 29103                                |                                 |          | Phoenix            | AZ    | 85038-9103 |         |
| City of Phoenix, AZ                         |                                     | PO Box 29100                                |                                 |          | PHOENIX            | AZ    | 85038-9100 |         |
| City of Phoenix, AZ                         |                                     | 200 W. Washington Street                    | Phoenix City Hall               |          | Phoenix            | AZ    | 85003      |         |
| City Of Plano Police Dept.                  |                                     | Alarm Unit P. O. BOX 860358                 |                                 |          | Plano              | TX    | 75086-0358 |         |
| City of Plano, TX                           |                                     | 1520 K Avenue                               | Plano Municipal Center          |          | Plano              | TX    | 75074      |         |
| City of Plano, TX                           |                                     | P.O. Box 861990                             |                                 |          | Plano              | TX    | 75086-1990 |         |
| City of Richmond, VA                        |                                     | PO Box 71210                                |                                 |          | Charlotte          | NC    | 28272-1210 |         |
| City of Richmond, VA                        |                                     | 900 E. Broad Street                         |                                 |          | Richmond           | VA    | 23219      |         |
| City Of San Antonio                         | SAPD Alarms Office                  | 315 South Santa Rosa St.                    |                                 |          | San Antonio        | TX    | 78207      |         |
| City of San Francisco Dept of Public Health | Department of Public Health         | 49 South Van Ness Avenue<br>#600            |                                 |          | San Francisco      | CA    | 94103      |         |
| City of San Jose                            |                                     | 801 N. 1st St. #217                         |                                 |          | San Jose           | CA    | 95110      |         |
| City of San Mateo, CA                       |                                     | 330 W 20th Ave                              |                                 |          | San Mateo          | CA    | 94403      |         |
| City of Southlake                           | Utility Billing Department          | 1400 Main Street Suite 200                  |                                 |          | Southlake          | TX    | 76092      |         |
| City of Southlake                           |                                     | P.O Box 143276                              |                                 |          | Irving             | TX    | 75014      |         |
| City of Tampa                               | Business Tax Div.                   | PO Box 2200                                 |                                 |          | Tampa              | FL    | 33601-2200 |         |
| City of Tampa                               |                                     | PO Box 2200                                 |                                 |          | Tampa              | FL    | 33601-2200 |         |
| City of Tampa Utilities                     |                                     | 306 East Jackson Street                     |                                 |          | Tampa              | FL    | 33602      |         |
| City of Tampa Utilities                     |                                     | PO Box 30191                                |                                 |          | Tampa              | FL    | 33630-3191 |         |
| City of Thousand Oaks                       |                                     | 2100 Thousand Oaks Blvd.                    |                                 |          | Thousand Oaks      | CA    | 91362      |         |
| City of Troy                                | Attn Tax Department                 | 500 West Big Beaver Road                    |                                 |          | Troy               | MI    | 48084      |         |
| City of Troy                                |                                     | 500 West Big Beaver Road                    |                                 |          | Troy               | MI    | 48084      |         |
| City of Troy, MI                            |                                     | PO Box 554743                               |                                 |          | Detroit            | MI    | 48255-4753 |         |
| City of Tualatin                            | Police Department                   | 8650 SW Tualatin Road                       |                                 |          | Tualatin           | OR    | 97062      |         |
| City of Tualatin                            |                                     | 18880 SW Martinazzi Avenue                  |                                 |          | Tualatin           | OR    | 97062      |         |

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|---|--|--|--------------------------------|----------|--------------|-------|------------|---------|
| City of Tualatin, OR                        |  | 18880 SW Martinazzi Ave                |                                |          | Tualatin     | OR    | 97062-7092 |         |
| City of Tucson                              |  | 255 W. Alameda                         |                                |          | Tucson       | AZ    | 85701      |         |
| City of Tukwila                             |  | 6200 Southcenter Blvd                  |                                |          | Tukwila      | WA    | 98188-2544 |         |
| City of Walnut Creek                        |  | 1666 North Main Street                 |                                |          | Walnut Creek | CA    | 94596      |         |
| City of Wauwatosa                           |  | 1700 N. 116th St.                      |                                |          | Wauwatosa    | WI    | 53226      |         |
| City of Wauwatosa                           |  | 7725 W. North Ave                      |                                |          | Wauwatosa    | WI    | 53213      |         |
| City of Wauwatosa-Water                     |  | BIN 88445                              |                                |          | Milwaukee    | WI    | 53288-0445 |         |
| City of Wheat Ridge                         |  | 7500 W. 29th Avenue                    |                                |          | Wheat Ridge  | CO    | 80033      |         |
| City of White Plains                        | Dept of Public Safety, Code Enfrcmnt Off | 77 South Lexington Avenue              |                                |          | White Plains | NY    | 10601      |         |
| City of White Plains                        |  | 70 Church Street                       |                                |          | White Plains | NY    | 10601      |         |
| City of White Plains                        |  | 255 Main Street                        |                                |          | White Plains | NY    | 10601      |         |
| City of White Plains                        |  | PO Box 5086                            |                                |          | White Plains | NY    | 10602-5086 |         |
| City of White Plains, NY                    |  | PO Box 5064                            |                                |          | White Plains | NY    | 10602      |         |
| City of Yonkers                             |  | 87 Nepperhan Ave                       | 5th Floor                      |          | Yonkers      | NY    | 10701      |         |
| City of Yonkers                             |  | 40 S. Broadway                         | Room 102                       |          | Yonkers      | NY    | 10701      |         |
| City Treasurer-Public Utilities Dept        |  | PO Box 129020                          |                                |          | San Diego    | CA    | 92112-9020 |         |
| City Treasurer-Public Utilities Dept        |  | 1200 Third Ave Suite 100               |                                |          | San Diego    | CA    | 92101      |         |
| City Treasurer-San Diego                    | City Of San Diego-Developmt Sv           | 1222 First Ave., Ms-301,               |                                |          | San Diego    | CA    | 92101      |         |
| City Treasurer-San Diego                    | San Diego Police Department              | Permits Licensing MS 735 PO Box 121431 |                                |          | San Diego    | CA    | 92112      |         |
| City Treasurer-San Diego                    |  | 1222 First Ave., Ms-301,               |                                |          | San Diego    | CA    | 92101      |         |
| Cityline at Tenley, Inc                     |  | PO Box 6149                            |                                |          | Hicksville   | NY    | 11802-6149 |         |
| CITYLINE TENLEY OWNER LLC                   | c/o Lincoln Property Company             | 2300 N Street, NW                      |                                |          | Washington   | DC    | 20037      |         |
| CITYLINE TENLEY OWNER LLC                   | c/o Lincoln Property Company             | 811 Douglas Ave, Suite 600             |                                |          | Dallas       | TX    | 75225      |         |
| Cityline Tenley Owner LLC                   |  | 2300 N Street, NW                      |                                |          | Washington   | DC    | 20037      |         |
| Clafin, Cory                                |  | Address on File                        |                                |          |              |       |            |         |
| Claiborne, LaTonya S.                       |  | Address on File                        |                                |          |              |       |            |         |
| Clair, Jeffrey W.                           |  | Address on File                        |                                |          |              |       |            |         |
| Claire Pelletier                            |  | Address on File                        |                                |          |              |       |            |         |
| Claire Piepenburg                           |  | Address on File                        |                                |          |              |       |            |         |
| CLAIRE REBECCA DAVIS                        |  | Address on File                        |                                |          |              |       |            |         |
| Clairsaint-Moore, Imani                     |  | Address on File                        |                                |          |              |       |            |         |
| Clara Kann                                  |  | Address on File                        |                                |          |              |       |            |         |
| Clarence Davids & Co                        |  | 22901 S Ridgland Avenue                |                                |          | Matteson     | IL    | 60443      |         |
| Clarendon Regency I, LLC                    | Leasing/Legal                            | c/o Regency Centers                    | One Independent Dr., Suite 114 |          | Jacksonville | FL    | 32202-5015 |         |
| Claris International                        |  | 1 Apple Park Way                       |                                |          | Cupertino    | CA    | 95014-0642 |         |
| Claritas                                    |  | 8044 Montgomery Road Suite 455         |                                |          | Cincinnati   | OH    | 45236-0714 |         |
| Clark County                                |  | 500 S. Grand Central Pkwy              |                                |          | Las Vegas    | NV    | 89106      |         |
| Clark County Assessor                       |  | PO Box 551401                          |                                |          | Las Vegas    | NV    | 89155-1401 |         |
| Clark County Department of Business License |  | 500 S. Grand Central Pkwy              |                                |          | Las Vegas    | NV    | 89106      |         |
| Clark III, Oliver J.                        |  | Address on File                        |                                |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                              | CreditorNoticeName | Address1                | Address2   | Address3 | City             | State | Zip        | Country |
|---|--------------------|-------------------------|------------|----------|------------------|-------|------------|---------|
| Clark III, William H.                     |                    | Address on File         |            |          |                  |       |            |         |
| Clark Ventures LLC                        |                    | 3000 Rivermeade Drive   |            |          | Atlanta          | GA    | 30327      |         |
| Clark Ventures LLC                        |                    | 3621 Vinings Slope      | Suite 4400 |          | Atlanta          | GA    | 30339      |         |
| Clark, Alexie K.                          |                    | Address on File         |            |          |                  |       |            |         |
| Clark, April M.                           |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Ebony                              |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Inga J.                            |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Jayden                             |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Jensine P.                         |                    | Address on File         |            |          |                  |       |            |         |
| Clark, John P.                            |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Lauren                             |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Lindsey                            |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Merelyn E.                         |                    | Address on File         |            |          |                  |       |            |         |
| Clark, Undray A.                          |                    | Address on File         |            |          |                  |       |            |         |
| Clarke, Freda L.                          |                    | Address on File         |            |          |                  |       |            |         |
| Clarke, Jeremie A.                        |                    | Address on File         |            |          |                  |       |            |         |
| Clarke, Morgan J.                         |                    | Address on File         |            |          |                  |       |            |         |
| Clarke, Vivian C.                         |                    | Address on File         |            |          |                  |       |            |         |
| Clark-Zamoider, Joseph T.                 |                    | Address on File         |            |          |                  |       |            |         |
| Claros, Mireya                            |                    | Address on File         |            |          |                  |       |            |         |
| Claros, Tatiana                           |                    | Address on File         |            |          |                  |       |            |         |
| CLAUD HARDRICK JR                         |                    | Address on File         |            |          |                  |       |            |         |
| Claude, Myhaja                            |                    | Address on File         |            |          |                  |       |            |         |
| Claudia Chadbourne                        |                    | Address on File         |            |          |                  |       |            |         |
| Claudia De Los Santos                     |                    | Address on File         |            |          |                  |       |            |         |
| Claudio, Wanda Y.                         |                    | Address on File         |            |          |                  |       |            |         |
| Clay, Neal                                |                    | Address on File         |            |          |                  |       |            |         |
| Clayton, Bethany M.                       |                    | Address on File         |            |          |                  |       |            |         |
| Clayton, Courtney                         |                    | Address on File         |            |          |                  |       |            |         |
| Clean Earth Environmental Solutions, Inc. |                    | 29338 Network Place     |            |          | Chicago          | IL    | 60673      |         |
| Clean Mama, LLC.                          |                    | 0N367 Feece Court       |            |          | Geneva           | IL    | 60134      |         |
| Clean Scapes - Ausin LLC                  |                    | PO Box 203070           |            |          | Austin           | TX    | 78720      |         |
| CleanTrvlr, LLC                           |                    | 6165 Rivershore Parkway |            |          | Sandy Springs    | GA    | 30328      |         |
| Clear and Simple Solutions, LLC           |                    | 6 Shenandoah Circle     |            |          | South Barrington | IL    | 60010      |         |
| Clear Creek I.S.D. Tax Office             |                    | P.O. Box 799            |            |          | Leauge City      | TX    | 77574      |         |
| Clear Solutions Inc                       |                    | P.O. Box 2458           |            |          | W. Brattleboro   | VT    | 05303      |         |
| CLEAR SOLUTIONS INC.                      |                    | 73 Monument Road        |            |          | Hinsdale         | NH    | 03451      |         |
| Clear Staff, Inc                          |                    | 17W220 22ND STREET #340 |            |          | Oak Brook        | IL    | 60181      |         |
| Clear Systems                             |                    | 13438 Wyandotte St      |            |          | North Hollywood  | CA    | 91605-4012 |         |
| Cleary, Michael                           |                    | Address on File         |            |          |                  |       |            |         |
| Clegg Sr., Andre A.                       |                    | Address on File         |            |          |                  |       |            |         |
| Clement, Juan                             |                    | Address on File         |            |          |                  |       |            |         |
| Clement, Patricia A.                      |                    | Address on File         |            |          |                  |       |            |         |
| Clement, Thomas                           |                    | Address on File         |            |          |                  |       |            |         |
| Clements Hickey, Karen R.                 |                    | Address on File         |            |          |                  |       |            |         |
| Clemson, Aaliyah                          |                    | Address on File         |            |          |                  |       |            |         |
| Clendenin, John T.                        |                    | Address on File         |            |          |                  |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName | Address1                      | Address2   | Address3 | City                | State | Zip        | Country |
|----------------------------------|--------------------|-------------------------------|------------|----------|---------------------|-------|------------|---------|
| Clerk of Circuit Court           |                    | 8 Church Circle, Room H-101   |            |          | Annapolis           | MD    | 21401      |         |
| Clerk of Circuit Court           |                    | 50 Maryland Avenue, Room 1300 |            |          | Rockville           | MD    | 20850      |         |
| Clerk of the Court               |                    | 50 Maryland Ave., Room 111    |            |          | Rockville           | MD    | 20850      |         |
| Clermont, Zoe                    |                    | Address on File               |            |          |                     |       |            |         |
| Clinefelter, Lynne M.            |                    | Address on File               |            |          |                     |       |            |         |
| Clingan, Patricia A.             |                    | Address on File               |            |          |                     |       |            |         |
| Clingingsmith, Garth             |                    | Address on File               |            |          |                     |       |            |         |
| Clinton, Amanda                  |                    | Address on File               |            |          |                     |       |            |         |
| Clinton, Katelyn S.              |                    | Address on File               |            |          |                     |       |            |         |
| Clinton, Philip                  |                    | Address on File               |            |          |                     |       |            |         |
| Clocker, Tomma R.                |                    | Address on File               |            |          |                     |       |            |         |
| Clokey, Mitchell                 |                    | Address on File               |            |          |                     |       |            |         |
| Cloonan, Patricia A.             |                    | Address on File               |            |          |                     |       |            |         |
| ClosetPro Software LLC           |                    | PO Box 4093                   |            |          | Middletown          | NJ    | 07748      |         |
| Cloudflare                       |                    | 101 Townsend St               |            |          | San Francisco       | CA    | 94107-1934 |         |
| CloudTechner Private LLC         |                    | 16 Alice Bradley Ln           |            |          | Foxboro             | MA    | 02035      |         |
| Clover, Karen                    |                    | Address on File               |            |          |                     |       |            |         |
| CNS Solutions LLC                |                    | 22 Rice Ave                   |            |          | Staten Island       | NY    | 10314      |         |
| Coar, Haleigh                    |                    | Address on File               |            |          |                     |       |            |         |
| Coare Merchandising LLC          |                    | 473 Herkimer St.              |            |          | Brooklyn            | NY    | 11213      |         |
| COARE MERCHANDISING LLC          |                    | 473 Herkimer Street, #2       | #2         |          | Brooklyn            | NY    | 11213      |         |
| Coastal Organizing Company       |                    | 27493 Paseo Lindero           |            |          | San Juan Capistrano | CA    | 92675      |         |
| Coats III, Marvin S.             |                    | Address on File               |            |          |                     |       |            |         |
| Coats, Dede L.                   |                    | Address on File               |            |          |                     |       |            |         |
| Cobb, Purita                     |                    | Address on File               |            |          |                     |       |            |         |
| Cobler, Morgan D.                |                    | Address on File               |            |          |                     |       |            |         |
| Cobos, Tania B.                  |                    | Address on File               |            |          |                     |       |            |         |
| Coburn, Megan                    |                    | Address on File               |            |          |                     |       |            |         |
| Cochran, Kara D.                 |                    | Address on File               |            |          |                     |       |            |         |
| Cochran, Karlie                  |                    | Address on File               |            |          |                     |       |            |         |
| Cocozza Organizing & Design, LLC |                    | 4141 N Henderson Rd, #423     |            |          | Arlington           | VA    | 22203      |         |
| Coelho, Gianna D.                |                    | Address on File               |            |          |                     |       |            |         |
| Coffaro, Rachel S.               |                    | Address on File               |            |          |                     |       |            |         |
| Coffee n Clothes                 |                    | 23679 Calabasas Road #349     |            |          | Calabasas           | CA    | 91302      |         |
| Coffee, Leslie C.                |                    | Address on File               |            |          |                     |       |            |         |
| Coffman, Zaakquery               |                    | Address on File               |            |          |                     |       |            |         |
| Cofield, Terrell                 |                    | Address on File               |            |          |                     |       |            |         |
| Cogency Global Inc               |                    | 10 East 40th Street           | 10th Floor |          | New York            | NY    | 10016      |         |
| Coggan, Jolene                   |                    | Address on File               |            |          |                     |       |            |         |
| Cohen, Adiel                     |                    | Address on File               |            |          |                     |       |            |         |
| Cohen, Cynthia A.                |                    | Address on File               |            |          |                     |       |            |         |
| Cohen, JNia                      |                    | Address on File               |            |          |                     |       |            |         |
| Cohen, Lori B.                   |                    | Address on File               |            |          |                     |       |            |         |
| Cohen, Manu                      |                    | Address on File               |            |          |                     |       |            |         |
| Cohn, Mara R.                    |                    | Address on File               |            |          |                     |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                      | CreditorNoticeName                     | Address1                          | Address2 | Address3 | City       | State | Zip        | Country   |
|---|--|-----------------------------------|----------|----------|------------|-------|------------|-----------|
| Colangelo, Anna M.                                |  | Address on File                   |          |          |            |       |            |           |
| Colbert, Zachary R.                               |  | Address on File                   |          |          |            |       |            |           |
| Cole, Courtney M.                                 |  | Address on File                   |          |          |            |       |            |           |
| Cole, Judith                                      |  | Address on File                   |          |          |            |       |            |           |
| Cole, Maleijhia                                   |  | Address on File                   |          |          |            |       |            |           |
| Coleen Prendergast                                |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Alexander D.                             |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Amber C.                                 |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Caprice                                  |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Jarrod A.                                |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Jason A.                                 |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Joshua                                   |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Justin A.                                |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Kevin                                    |  | Address on File                   |          |          |            |       |            |           |
| Coleman, Nathaniel                                |  | Address on File                   |          |          |            |       |            |           |
| Coles II, Tony                                    |  | Address on File                   |          |          |            |       |            |           |
| Coley, Jekorie B.                                 |  | Address on File                   |          |          |            |       |            |           |
| Colfelt, Madeline J.                              |  | Address on File                   |          |          |            |       |            |           |
| COLLECTIVE HUB                                    |  | 3 Campbell Street                 |          |          | Bangalow   | NSW   | 2479       | Australia |
| Collector of Revenue                              | St. Louis County Department of Revenue | 41 South Central Avenue           |          |          | St. Louis  | MO    | 63105      |           |
| Collector Sales Tax Department                    |  | P.O. Box 600                      |          |          | Homer      | LA    | 71040      |           |
| Collier, Kristine                                 |  | Address on File                   |          |          |            |       |            |           |
| Collin Country, Tax Assessor Collector (McKinney) |  | P.O. Box 8046                     |          |          | Mckinney   | TX    | 75070-8046 |           |
| Collins Jr., Antyonne L.                          |  | Address on File                   |          |          |            |       |            |           |
| Collins, Alicia S.                                |  | Address on File                   |          |          |            |       |            |           |
| Collins, Brett                                    |  | Address on File                   |          |          |            |       |            |           |
| Collins, Carrie J.                                |  | Address on File                   |          |          |            |       |            |           |
| Collins, Christian C.                             |  | Address on File                   |          |          |            |       |            |           |
| Collins, Davion                                   |  | Address on File                   |          |          |            |       |            |           |
| Collins, Emilee                                   |  | Address on File                   |          |          |            |       |            |           |
| Collins, Finnley G.                               |  | Address on File                   |          |          |            |       |            |           |
| Collins, Jennifer K.                              |  | Address on File                   |          |          |            |       |            |           |
| Collins, Luwam L.                                 |  | Address on File                   |          |          |            |       |            |           |
| Collins, Melissa A.                               |  | Address on File                   |          |          |            |       |            |           |
| Collins, Michael A.                               |  | Address on File                   |          |          |            |       |            |           |
| Collins, Nicole M.                                |  | Address on File                   |          |          |            |       |            |           |
| Collins, Shalonda S.                              |  | Address on File                   |          |          |            |       |            |           |
| Collins, Simone                                   |  | Address on File                   |          |          |            |       |            |           |
| Collins, Taylor                                   |  | Address on File                   |          |          |            |       |            |           |
| Colmet Daage, Beatrix C.                          |  | Address on File                   |          |          |            |       |            |           |
| Colon, Anthony                                    |  | Address on File                   |          |          |            |       |            |           |
| Colony Hardware                                   |  | PO Box 471999                     |          |          | Fort Worth | TX    | 76147      |           |
| Color Box Design & Letterpress LLC                |  | 9021 Angora Street                |          |          | Dallas     | TX    | 75218      |           |
| Color X, Inc.                                     |  | P.O. Box 1997 Old Chelsea Station |          |          | New York   | NY    | 10113      |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName                              | Address1                                | Address2                           | Address3 | City             | State | Zip        | Country |
|---|---|---|------------------------------------|----------|------------------|-------|------------|---------|
| Color X, Inc.                                 |   | PO Box 1964                             |                                    |          | New York         | NY    | 10156      |         |
| Colorado Attorney General                     | Attn Bankruptcy Department                      | Ralph L Carr Colorado Judicial Building | 1300 Broadway, 10th Fl             |          | Denver           | CO    | 80203      |         |
| Colorado Department Of Revenue                |   | PO Box 17087                            |                                    |          | Denver           | CO    | 80217-0087 |         |
| Colorado Garden Foundation                    |   | 959 S. Kipling Parkway Suite 100        |                                    |          | Lakewood         | CO    | 80226      |         |
| Colorado Springs Utilities                    |   | PO Box 340                              |                                    |          | Colorado Springs | CO    | 80901      |         |
| Colorado Springs Utilities                    |   | 111 S Cascade Ave.                      |                                    |          | Colorado Springs | CO    | 80903      |         |
| Colorado State Treasurer                      | Unclaimed Property Division                     | 1580 Logan Street Suite 500             |                                    |          | Denver           | CO    | 80203      |         |
| Columbia Gas of Ohio                          |   | PO Box 4629                             |                                    |          | Carol Stream     | IL    | 60197-4629 |         |
| Columbia Gas of Ohio                          |   | 290 W. Nationwide Blvd.                 |                                    |          | Columbus         | OH    | 43215      |         |
| Columbia Gas of Virginia                      |   | PO Box 70319                            |                                    |          | PHILADELPHIA     | PA    | 19176-0319 |         |
| Columbia Gas of Virginia                      |   | 1809 Coyote Drive                       |                                    |          | Chester          | VA    | 23836      |         |
| Colunga, Edgar N.                             |   | Address on File                         |                                    |          |                  |       |            |         |
| Colvin, Charmaine L.                          |   | Address on File                         |                                    |          |                  |       |            |         |
| Combs, Pamela A.                              |   | Address on File                         |                                    |          |                  |       |            |         |
| Combs, Stacey L.                              |   | Address on File                         |                                    |          |                  |       |            |         |
| Combs, Stephanie E.                           |   | Address on File                         |                                    |          |                  |       |            |         |
| Combs, William J.                             |   | Address on File                         |                                    |          |                  |       |            |         |
| Comcast                                       |   | P O Box 4089                            |                                    |          | Carol Stream     | IL    | 60126-1128 |         |
| Comcast Business                              |   | One Comcast Center                      |                                    |          | Philadelphia     | PA    | 19103-2838 |         |
| Comcast Business                              |   | PO Box 4089                             |                                    |          | Carol Stream     | IL    | 60126-1128 |         |
| Comdata Network, Inc                          |   | 5301 Maryland Way                       | Suite 100                          |          | Brentwood        | TN    | 37027      |         |
| ComEd   | Exelon Business Services Company, LLC           | 440 S LaSalle St                        |                                    |          | Chicago          | IL    | 60605      |         |
| ComEd   |   | PO Box 6111                             |                                    |          | Carol Stream     | IL    | 60197-6113 |         |
| Commerce Technologies, LLC dba CommerceHub    |   | 800 Troy-Schenectady Road, Suite 100    |                                    |          | Latham           | NY    | 12110      |         |
| Commercial Management Liability               | Attn Professional Lines Underwriting Department | 1221 Avenue of The Americas             |                                    |          | New York         | NY    | 10020      |         |
| Commet, Jacob                                 |   | Address on File                         |                                    |          |                  |       |            |         |
| Commissioner of Labor & Workforce Development |   | PO Box 389                              |                                    |          | Trenton          | NJ    | 08625-0389 |         |
| COMMON GOOD LLC                               |   | 135 Kent Avenue Suite 8                 |                                    |          | Brooklyn         | NY    | 11249      |         |
| Common Good, LLC                              |   | 135 Kent Ave C8                         |                                    |          | Brooklyn         | NY    | 11249      |         |
| Commonwealth of Massachusetts                 | State Treasurers Office, UCP Division           | 1 Ashburton Place, 12th Flr             |                                    |          | Boston           | MA    | 02108      |         |
| Commonwealth of Massachusetts                 |   | PO Box 7046                             |                                    |          | Boston           | MA    | 02204      |         |
| Commonwealth of Massachusetts                 |   | P.O. Box 3982                           |                                    |          | Boston           | MA    | 02241      |         |
| Commonwealth of Massachusetts                 |   | PO BOX 418268                           |                                    |          | Boston           | MA    | 02241      |         |
| Commonwealth of Pennsylvania                  | Bureau of Unclaimed Property                    | 1101 South Front Street                 | 4th Floor Riverfront Office Center |          | Harrisburg       | PA    | 17104-2516 |         |
| Commonwealth of Virginia                      | Dept. of Taxation, Office of Compliance         | P.O. Box 1880                           |                                    |          | Richmond         | VA    | 23218-1880 |         |
| Commonwealth of Virginia Dept of the Treasury | Division of Unclaimed Property                  | PO Box 2485                             |                                    |          | Richmond         | VA    | 23218-2485 |         |
| Commuter Benefit Management Inc.              |   | 2080 College Ave. #7                    |                                    |          | Berkeley         | CA    | 94705      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName  | CreditorNoticeName                       | Address1                       | Address2  | Address3 | City                  | State | Zip        | Country |
|---|--|--------------------------------|-----------|----------|-----------------------|-------|------------|---------|
| Comm-Works, LLC                                       |  | 1405 Xenium Lane North         | Suite 120 |          | Plymouth              | MN    | 55441      |         |
| ComNet Communications, LLC                            |  | 4343 W. Royal Lane             | Suite 118 |          | Irving                | TX    | 75063      |         |
| COMPAC INDUSTRIES, INC.                               |  | 4963 S. Royal Atlanta Drive    |           |          | Tucker                | GA    | 30084      |         |
| Compass Group USA Inc dba<br>Eurest Dining Serv       |  | PO Box 417632                  |           |          | Boston                | MA    | 02241-7632 |         |
| Compass Health Brands                                 |  | Po Box 71592                   |           |          | Chicago               | IL    | 60694      |         |
| COMPASS HEALTH BRANDS                                 |  | 6753 Engle Road                |           |          | Middleburg<br>Heights | OH    | 44130      |         |
| COMPASS HEALTH BRANDS                                 |  | 6937 Foxglove Dr.              |           |          | Charlotte             | NC    | 28226      |         |
| Compean, Eduardo                                      |  | Address on File                |           |          |                       |       |            |         |
| Compendium, Inc                                       |  | 2100 N Pacific Street          |           |          | Seattle               | WA    | 98122      |         |
| COMPENDIUM, INC                                       |  | 1420 80th Street SW            | Suite C   |          | Everett               | WA    | 98203      |         |
| Compinsky, Kyra                                       |  | Address on File                |           |          |                       |       |            |         |
| Compose Your Space, LLC                               |  | 38 Calle Vallecitos            |           |          | Tijeras               | NM    | 87059      |         |
| Compressor Services                                   |  | 5723 Weatherstone Way          |           |          | Johnsburg             | IL    | 60051      |         |
| Comptroller of Maryland                               | Unclaimed Property Division              | 7 St. Paul Street Room 320     |           |          | Baltimore             | MD    | 21202      |         |
| Comptroller of Maryland                               | Unclaimed Property Unit                  | 301 W Preston St, Room 310     |           |          | Baltimore             | MD    | 21201-2385 |         |
| Comptroller of Maryland                               |  | 301 W. Preston Street          | Room 310  |          | Baltimore             | MD    | 21201      |         |
| Computacenter United States Inc.                      |  | 1 University Ave., Suite 102   |           |          | Westwood              | MA    | 02090      |         |
| Computex, Inc. d/b/a Computex<br>Technology Solutions |  | PO Box 671369                  |           |          | Dallas                | TX    | 75267      |         |
| Comp Security Products                                |  | P.O. BOX 931717                |           |          | ATLANTA               | GA    | 31193-1719 |         |
| Comroe, Katarina J.                                   |  | Address on File                |           |          |                       |       |            |         |
| Con Edison  |  | 390 WEST ROUTE 59              |           |          | SPRING VALLEY         | NY    | 10977-5300 |         |
| CONAIR CORPORATION                                    |  | 9350 Rayo Avenue               |           |          | South Gate            | CA    | 90280      |         |
| CONAIR CORPORATION                                    |  | 500 N. Nash Street             |           |          | El Segundo            | CA    | 90245      |         |
| CONAIR CORPORATION                                    |  | 1 Cummings Point Rd            |           |          | Stamford              | CT    | 06902      |         |
| Conair Corporation, Inc.                              |  | P.O. Box 932059                |           |          | Atlanta               | GA    | 31193-2059 |         |
| Conaway, Christi A.                                   |  | Address on File                |           |          |                       |       |            |         |
| Concentra   | Occupational Health Centers<br>of the SW | PO Box 18277                   |           |          | Baltimore             | MD    | 21227      |         |
| Concentra   |  | P.O. Box 9005                  |           |          | Addison               | TX    | 75001      |         |
| Concentra   |  | PO Box 488                     |           |          | Lombard               | IL    | 60148      |         |
| Concepcion, Catherine S.                              |  | Address on File                |           |          |                       |       |            |         |
| Concepcion, Rio J.                                    |  | Address on File                |           |          |                       |       |            |         |
| Concialdi, Hope                                       |  | Address on File                |           |          |                       |       |            |         |
| Concialdi, Michelle L.                                |  | Address on File                |           |          |                       |       |            |         |
| Concordia Parish Sales Tax Fund                       |  | P.O. Box 160                   |           |          | Vidalia               | LA    | 71373      |         |
| Concur Technologies, Inc.                             |  | 62157 Collections Center Drive |           |          | Chicago               | IL    | 60693      |         |
| Conde Nast Publications                               |  | PO Box 5350                    |           |          | New York              | NY    | 10087-5350 |         |
| Condon Thornton Sladek Harrell<br>PLLC                | William L. Sladek, Esq.                  | 8080 Park Lane, Suite 700      |           |          | Dallas                | TX    | 75231      |         |
| Condon, Alexandra J.                                  |  | Address on File                |           |          |                       |       |            |         |
| Condon, Jennifur F.                                   |  | Address on File                |           |          |                       |       |            |         |
| ConEdison   | Cooper Station                           | P.O. Box 138                   |           |          | New York              | NY    | 10276-0138 |         |
| Coney, Jacqualine T.                                  |  | Address on File                |           |          |                       |       |            |         |
| Congressional Plaza Assoc                             |  | PO Box 8500 Lockbox #9320      |           |          | PHILADELPHIA          | PA    | 19178-9320 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                              | CreditorNoticeName           | Address1                            | Address2                      | Address3 | City           | State | Zip        | Country |
|---|------------------------------|-------------------------------------|-------------------------------|----------|----------------|-------|------------|---------|
| Congressional Plaza Assoc                 |                              | 154 Congressional Lane              |                               |          | Rockville      | MD    | 20852      |         |
| Congressional Plaza Associates            |                              | 4800 Hampden Lane                   | Suite 500                     |          | Bethesda       | MD    | 20814      |         |
| Congressional Plaza Associates, LLC       | Legal Department             | c/o Federal Realty Investment Trust | 909 Rose Ave, Suite 200       |          | North Bethesda | MD    | 20852      |         |
| Conigland, Devon                          |                              | Address on File                     |                               |          |                |       |            |         |
| Conn, Kristyn A.                          |                              | Address on File                     |                               |          |                |       |            |         |
| Connecticut Attorney General              | Attn Bankruptcy Department   | 165 Capitol Avenue                  |                               |          | Hartford       | CT    | 06106      |         |
| Connecticut Dept. of Revenue              |                              | 450 Columbus Blvd. Suite 1          |                               |          | Hartford       | CT    | 06103      |         |
| Connecticut Office of the State Treasurer | Unclaimed Property Unit      | 55 Elm Street                       |                               |          | Hartford       | CT    | 06106      |         |
| Conneely, Leslie                          |                              | Address on File                     |                               |          |                |       |            |         |
| Conner, Lionel                            |                              | Address on File                     |                               |          |                |       |            |         |
| Conner, Molly C.                          |                              | Address on File                     |                               |          |                |       |            |         |
| Conner, Sheri L.                          |                              | Address on File                     |                               |          |                |       |            |         |
| Connoisseurs Products Corporation         |                              | 17 Presidential Way                 |                               |          | Woburn         | MA    | 01801      |         |
| Connors and Associates, LLC               |                              | 4000 Town Center Blvd               | Suite 310                     |          | Canonsburg     | PA    | 15317      |         |
| Conohan, Robert                           | Robert Tauler, Esq.          | Tauler Smith LLP                    | 626 Wilshire Blvd., Suite 510 |          | Los Angeles    | CA    | 90017      |         |
| Conrado, Stefanie M.                      |                              | Address on File                     |                               |          |                |       |            |         |
| Consolidated Edison of New York, Inc.     | Att. Law Department          | 4 Irving Place RM 1875              |                               |          | New York       | NY    | 10003      |         |
| Constanteles, Kristi L.                   |                              | Address on File                     |                               |          |                |       |            |         |
| Constellation NewEnergy                   |                              | PO Box 4640                         |                               |          | Carol Stream   | IL    | 60197-4640 |         |
| Constellation NewEnergy                   |                              | 1310 Point Street                   |                               |          | Baltimore      | MD    | 21231-3380 |         |
| Construction Industry Solutions           |                              | 1431 Greenway Drive                 | Suite 525                     |          | Irving         | TX    | 75038      |         |
| CONSUMER INSPIRED PRODUCTS, LLC           |                              | 400 E Royal Ln                      | Suite 215                     |          | Irving         | TX    | 75019      |         |
| Consumer Inspired Products, LLC           |                              | PO Box 12187                        |                               |          | Zephyr Cove    | NV    | 89448      |         |
| Consumers Energy                          |                              | PO Box 740309                       |                               |          | CINCINNATI     | OH    | 45274-0309 |         |
| Consumers Energy                          |                              | One Energy Plaza EP1-416            |                               |          | Jackson        | MI    | 49201      |         |
| ContainerPort Group, Inc.                 |                              | PO Box 827506                       |                               |          | Philadelphia   | PA    | 19182      |         |
| Contee, Samaya E.                         |                              | Address on File                     |                               |          |                |       |            |         |
| Continental Wireless                      |                              | Allied Lockbox                      | P.O. Box 676649               |          | Dallas         | TX    | 75267-6649 |         |
| Contra Costa County - Health Services     | Contra Costa Health Services | 50 Douglas DR Suite 320C            |                               |          | Martinez       | CA    | 94553      |         |
| Contra Costa County Tax Collector         |                              | 2380 Bisso Lane                     | Suite A                       |          | Concord        | CA    | 94520      |         |
| Contra Costa County Tax Collector         |                              | P.O. Box 631                        |                               |          | Martinez       | CA    | 94553      |         |
| Contreras, Angel C.                       |                              | Address on File                     |                               |          |                |       |            |         |
| Contreras, Anthony R.                     |                              | Address on File                     |                               |          |                |       |            |         |
| Control Freaks LLC                        |                              | 6137 Windy Knoll Lane               |                               |          | Mint Hill      | NC    | 28227      |         |
| Convercent, Inc.                          |                              | 929 Broadway                        |                               |          | Denver         | CO    | 80203      |         |
| Cook Jr., Shawn T.                        |                              | Address on File                     |                               |          |                |       |            |         |
| Cook, Emmanuel                            |                              | Address on File                     |                               |          |                |       |            |         |
| Cook, Jenae                               |                              | Address on File                     |                               |          |                |       |            |         |
| Cooke, Jamesa                             |                              | Address on File                     |                               |          |                |       |            |         |
| Coolidge Paramus LLC                      |                              | 97-77 Queens Blvd.                  |                               |          | Rego Park      | NY    | 11374      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName                | Address1                            | Address2                       | Address3 | City         | State | Zip        | Country |
|--|-----------------------------------|-------------------------------------|--------------------------------|----------|--------------|-------|------------|---------|
| Coolidge Paramus, LLC  | Attn David Kershner               | c/o Samson Management LLC           | 188-35 Queens Blvd, Suite 1710 |          | Forest Hills | NY    | 11375      |         |
| Coolidge Paramus, LLC  | c/o Samson Management LLC         | 118-35 Queens Boulevard, Suite 1710 |                                |          | Forest Hills | NY    | 11375      |         |
| Coon, Andrea R.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cooper, Antonio L.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cooper, Kym  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cooper, Melrick W.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cooper, Peggy  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cooper, Terri S.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Copes, Demarcos  |                                   | Address on File                     |                                |          |              |       |            |         |
| Coppell Chamber of Commerce  |                                   | 708 Main Street                     |                                |          | Coppell      | TX    | 75019      |         |
| Coquyt, Brandon J.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Corbett, Kathleen  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordell, Courtney N.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordner, Brandon A.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordova Berrios, Kayley  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordova, Cecelia   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordova, Cesar A.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordova, Jessica   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cordray, Haley A.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Corey, Rebecca K.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Corey, Rena A.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Corina Koeneke   |                                   | Address on File                     |                                |          |              |       |            |         |
| Corkcicle  |                                   | PO Box 547965                       |                                |          | Orlando      | FL    | 32854      |         |
| Corley, Donovan J.   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cornejo, Michellee   |                                   | Address on File                     |                                |          |              |       |            |         |
| Cornerstone National Bank & Trust Co                                       |                                   | PO Box 1249                         |                                |          | Palatine     | IL    | 60067-1249 |         |
| Cornerstone National Bank & Trust Company                                  | Hannah Spires                     | One West Northwest Highway          |                                |          | Palatine     | IL    | 60067      |         |
| CornerStone Staffing   |                                   | PO Box 226724                       |                                |          | Dallas       | TX    | 75222      |         |
| Coronado Center  |                                   | 6600 Manual NE                      | Suite 1                        |          | Albuquerque  | NM    | 87110      |         |
| Coronado Center L.L.C.   | c/o Brookfield Property REIT Inc. | 350 North Orleans Street            | Suite 300                      |          | Chicago      | IL    | 60654-1607 |         |
| Coronado Center L.L.C.   | c/o Brookfield Property REIT Inc. | 350 N. Orleans St.                  | Suite 300                      |          | Chicago      | IL    | 60654-1607 |         |
| Coronado, Carina   |                                   | Address on File                     |                                |          |              |       |            |         |
| Coronado, Dean P.  |                                   | Address on File                     |                                |          |              |       |            |         |
| Coronado, JeanPierre   |                                   | Address on File                     |                                |          |              |       |            |         |
| Coronel, David   |                                   | Address on File                     |                                |          |              |       |            |         |
| Corp Travel Management North America, Inc.                                 | Attn Accounts Receivable          | 2120 South 72nd St. Suite 450       |                                |          | Omaha        | NE    | 68124-6310 |         |
| Corporate Travel Management North America, Inc. f/k/a Travel and Transport |                                   | 2120 S. 72nd Street                 |                                |          | Omaha        | NE    | 68124      |         |
| CorpTax Inc.   |                                   | 1751 Lake Cook Road                 | Ste 100                        |          | Deerfield    | IL    | 60015      |         |
| Corrales, Javier   |                                   | Address on File                     |                                |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName                       | Address1                        | Address2    | Address3 | City            | State | Zip        | Country |
|--|--|---------------------------------|-------------|----------|-----------------|-------|------------|---------|
| Correa, Andres B.                      |  | Address on File                 |             |          |                 |       |            |         |
| Correrri III, Joseph J.                |  | Address on File                 |             |          |                 |       |            |         |
| Corridon, Lisa R.                      |  | Address on File                 |             |          |                 |       |            |         |
| Corrigan, Mary Alice S.                |  | Address on File                 |             |          |                 |       |            |         |
| Cortez, Christopher                    |  | Address on File                 |             |          |                 |       |            |         |
| Cortney Talley                         |  | Address on File                 |             |          |                 |       |            |         |
| CoServ                                 |  | 7701 S Stemmons                 |             |          | Corinth         | TX    | 76210-1842 |         |
| CoServ                                 |  | PO Box 734803                   |             |          | Dallas          | TX    | 75373-4803 |         |
| Costa, Rosely Q.                       |  | Address on File                 |             |          |                 |       |            |         |
| Costello, Jamie B.                     |  | Address on File                 |             |          |                 |       |            |         |
| Costello, Janet M.                     |  | Address on File                 |             |          |                 |       |            |         |
| Cote, Samuel J.                        |  | Address on File                 |             |          |                 |       |            |         |
| Cotes Jr., Omar                        |  | Address on File                 |             |          |                 |       |            |         |
| Cotoni, Kelly                          |  | Address on File                 |             |          |                 |       |            |         |
| Cott, Andrew                           |  | Address on File                 |             |          |                 |       |            |         |
| COTTAGE DOOR PRESS LLC                 |  | 5005 NEWPORT DRIVE              | 3RD FLOOR   |          | ROLLING MEADOWS | IL    | 60008      |         |
| Cotten-Wintz, Kimberly D.              |  | Address on File                 |             |          |                 |       |            |         |
| Cotter, Denise                         |  | Address on File                 |             |          |                 |       |            |         |
| Coughlin, Eileen M.                    |  | Address on File                 |             |          |                 |       |            |         |
| Coull, Virginia K.                     |  | Address on File                 |             |          |                 |       |            |         |
| Coulter, Gina A.                       |  | Address on File                 |             |          |                 |       |            |         |
| Coulter, Virginia G.                   |  | Address on File                 |             |          |                 |       |            |         |
| Counce, Bethany                        |  | Address on File                 |             |          |                 |       |            |         |
| Counts Creative, LLC.                  |  | 3802 SW Bluegrass Dr.           |             |          | Ankeny          | IA    | 50023      |         |
| County Of Fairfax                      |  | 12055 Government Center Parkway | Suite 648   |          | Fairfax         | VA    | 22035      |         |
| County Of Fairfax                      |  | P.O. Box 10203                  |             |          | Fairfax         | VA    | 22035-0203 |         |
| County of Henrico                      | AttnTax Processing Center                | PO Box 105155                   |             |          | Atlanta         | GA    | 30348-5155 |         |
| County of Henrico                      | Department of Finance                    | P.O. Box 90775                  |             |          | Henrico         | VA    | 23273      |         |
| County of Henrico                      |  | P.O. Box 90775                  |             |          | Henrico         | VA    | 23273      |         |
| County of Marin - Weights and Measures |  | 1682 Novato Blvd.               | Suite 150-A |          | Novato          | CA    | 94947-7021 |         |
| County of Nassau                       | Office of Consumer Affairs               | 240 Old Country Road            |             |          | Mineola         | NY    | 11501-4255 |         |
| County of Nassau                       |  | 240 Old Country Road            |             |          | Mineola         | NY    | 11501-4255 |         |
| County of Palm Beach                   | Tax Collector, Palm Beach County         | PO Box 3353                     |             |          | West Palm Beach | FL    | 33402-3353 |         |
| County of Palm Beach                   |  | PO Box 3353                     |             |          | West Palm Beach | FL    | 33402-3353 |         |
| County of Sacramento                   |  | 827 7th Street                  | Room 102    |          | Sacramento      | CA    | 95814      |         |
| County of San Diego                    | Dept of Environmental Health and Quality | PO Box 129261                   |             |          | San Diego       | CA    | 92112      |         |
| County of San Diego                    | Dept. of Agriculture, Weights & Measures | 5555 Overland Avenue Suite 3101 |             |          | San Diego       | CA    | 92123-1256 |         |
| County of San Mateo                    |  | 555 County Center               |             |          | Redwood City    | CA    | 94063      |         |
| County of San Mateo                    |  | PO Box 999                      |             |          | Redwood City    | CA    | 94064-0999 |         |
| Coupa Software, Inc.                   |  | 1855 South Grant Street         |             |          | San Mateo       | CA    | 94402      |         |
| COURTNEY CUNNINGHAM                    |  | Address on File                 |             |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                   | CreditorNoticeName             | Address1                       | Address2               | Address3 | City        | State | Zip        | Country |
|--|--------------------------------|--------------------------------|------------------------|----------|-------------|-------|------------|---------|
| COURTNEY MCELENEY                              |                                | Address on File                |                        |          |             |       |            |         |
| Couser, Tiffany                                |                                | Address on File                |                        |          |             |       |            |         |
| Cousins, Kathryn                               |                                | Address on File                |                        |          |             |       |            |         |
| Covarrubias, Brianna                           |                                | Address on File                |                        |          |             |       |            |         |
| Covarrubias, Maria L.                          |                                | Address on File                |                        |          |             |       |            |         |
| Cove Home LLC                                  |                                | 26 N Haven Way                 |                        |          | Sag Harbor  | NY    | 11963      |         |
| Covington, Dennis E.                           |                                | Address on File                |                        |          |             |       |            |         |
| Cowan, Patrick L.                              |                                | Address on File                |                        |          |             |       |            |         |
| Cowan-Reynolds, Brittany M.                    |                                | Address on File                |                        |          |             |       |            |         |
| Cowles, Tykia L.                               |                                | Address on File                |                        |          |             |       |            |         |
| CoWorx Staffing Services, LLC                  |                                | 412 Mt Kemble Avenue           | Suite 200C             |          | Morristown  | NJ    | 07960      |         |
| Cox, Chloe L.                                  |                                | Address on File                |                        |          |             |       |            |         |
| Cox, Margaret R.                               |                                | Address on File                |                        |          |             |       |            |         |
| Cox, Sarah                                     |                                | Address on File                |                        |          |             |       |            |         |
| Cox, Sarah E.                                  |                                | Address on File                |                        |          |             |       |            |         |
| Cox-Brooks, Victoria A.                        |                                | Address on File                |                        |          |             |       |            |         |
| CPS Energy                                     | Bankruptcy Section             | 500 McCullough                 | Mail Drop 110910       |          | San Antonio | TX    | 78215      |         |
| CPS Energy                                     |                                | P.O. Box 2678                  |                        |          | San Antonio | TX    | 78289-0001 |         |
| CPT - Arlington Highlands 1, LP                | c/o Fairbourne Properties, LLC | 200 S. Michigan Ave, Suite 400 |                        |          | Chicago     | IL    | 60604-2411 |         |
| CPT Arlington Highlands 1, LP                  |                                | 2975 Regent Blvd               |                        |          | Irving      | TX    | 75063      |         |
| CPT-Arlington Highlands 1, LP                  | c/o Fairbourne Properties      | 200 S. Michigan Ave, Suite 400 |                        |          | Chicago     | IL    | 60604-2411 |         |
| Crabill, William                               |                                | Address on File                |                        |          |             |       |            |         |
| Craddock Lumber                                |                                | P.O. Box 36344                 | 5422 Harry Hines Blvd. |          | Dallas      | TX    | 75235      |         |
| Crafton Jr., Randy F.                          |                                | Address on File                |                        |          |             |       |            |         |
| Crain, Nicholas                                |                                | Address on File                |                        |          |             |       |            |         |
| Cram-a-Lot                                     | J.V. Manufacturing, Inc.       | Dept 127                       |                        |          | Tulsa       | OK    | 74182      |         |
| Crampton, Catherine                            |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Courtney                             |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Jamie                                |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Kelly A.                             |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Kori                                 |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Larry                                |                                | Address on File                |                        |          |             |       |            |         |
| Crawford, Shamonique K.                        |                                | Address on File                |                        |          |             |       |            |         |
| Crazy Aaron Enterprises                        |                                | 700 E Main Street              |                        |          | Norristown  | PA    | 19401      |         |
| CRAZY AARONS ENTERPRISES                       |                                | 700 East Main Street           |                        |          | Norristown  | PA    | 19401      |         |
| Creative Co-Op Inc.                            |                                | 6000 Freeport Avenue           | Suite 101              |          | Memphis     | TN    | 38141      |         |
| Creative Resources Agency LLC                  |                                | 1208 5th St South              |                        |          | Hopkins     | MN    | 55343      |         |
| CREATIVE RESOURCES AGENCY LLC DBA NOD PRODUCTS |                                | 11573 Encore Circle            |                        |          | Minnetonka  | MN    | 55343      |         |
| Creber, Teresa M.                              |                                | Address on File                |                        |          |             |       |            |         |
| CreditSafe USA Inc                             |                                | 4635 Crackersport Road         |                        |          | Allentown   | PA    | 18104      |         |
| Creed, Todd R.                                 |                                | Address on File                |                        |          |             |       |            |         |
| Creel, Karen A.                                |                                | Address on File                |                        |          |             |       |            |         |
| Creer-Archer, Daniel J.                        |                                | Address on File                |                        |          |             |       |            |         |
| CREFORM Corporation                            |                                | PO Box 281485                  |                        |          | Atlanta     | GA    | 30384-1485 |         |
| Cregar, Carri                                  |                                | Address on File                |                        |          |             |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName | Address1                          | Address2 | Address3 | City         | State | Zip        | Country |
|--|--------------------|-----------------------------------|----------|----------|--------------|-------|------------|---------|
| Crenshaw, Christina M.                     |                    | Address on File                   |          |          |              |       |            |         |
| Cresswell, Gordon W.                       |                    | Address on File                   |          |          |              |       |            |         |
| Cricut, Inc.                               |                    | 10855 S. River Front Pkwy         |          |          | South Jordan | UT    | 84095      |         |
| Crippen, Bessie M.                         |                    | Address on File                   |          |          |              |       |            |         |
| Crislip, Michele L.                        |                    | Address on File                   |          |          |              |       |            |         |
| Crisostomo, Genesis                        |                    | Address on File                   |          |          |              |       |            |         |
| Crisp Jr., Carlton L.                      |                    | Address on File                   |          |          |              |       |            |         |
| Cristancho, Joshua J.                      |                    | Address on File                   |          |          |              |       |            |         |
| CRISTINA LATORRE FERNALD                   |                    | Address on File                   |          |          |              |       |            |         |
| Criteo                                     |                    | 387 Park Avenue South, 12th Floor |          |          | New York     | NY    | 10016      |         |
| Crittler, Brionna                          |                    | Address on File                   |          |          |              |       |            |         |
| Crocker, Sean                              |                    | Address on File                   |          |          |              |       |            |         |
| Crockett, Alia S.                          |                    | Address on File                   |          |          |              |       |            |         |
| Crone, Ciera L.                            |                    | Address on File                   |          |          |              |       |            |         |
| Crone, Laura A.                            |                    | Address on File                   |          |          |              |       |            |         |
| Cronin, Frances M.                         |                    | Address on File                   |          |          |              |       |            |         |
| Cronk, Angie                               |                    | Address on File                   |          |          |              |       |            |         |
| Crosby, Warney L.                          |                    | Address on File                   |          |          |              |       |            |         |
| Cross, D Marco                             |                    | Address on File                   |          |          |              |       |            |         |
| Cross, Jeffrey W.                          |                    | Address on File                   |          |          |              |       |            |         |
| Cross, Jessica                             |                    | Address on File                   |          |          |              |       |            |         |
| CrossCountry Consulting                    |                    | 1600 Tysons Blvd, Suite 1100      |          |          | McLean       | VA    | 22102      |         |
| Crossdale, Djenne-Kali S.                  |                    | Address on File                   |          |          |              |       |            |         |
| Crosslin, Sarah                            |                    | Address on File                   |          |          |              |       |            |         |
| Crosswell, Diane M.                        |                    | Address on File                   |          |          |              |       |            |         |
| Crotts, Kelly L.                           |                    | Address on File                   |          |          |              |       |            |         |
| Crow, Stephen M.                           |                    | Address on File                   |          |          |              |       |            |         |
| Crowder, Terri                             |                    | Address on File                   |          |          |              |       |            |         |
| Crowe, Mattison                            |                    | Address on File                   |          |          |              |       |            |         |
| Crowell, Mary                              |                    | Address on File                   |          |          |              |       |            |         |
| Crowley, Nunzio J.                         |                    | Address on File                   |          |          |              |       |            |         |
| Crown Lift Trucks                          |                    | PO Box 641173                     |          |          | Cincinnati   | OH    | 45264-1173 |         |
| Crown Packaging Corporation                |                    | PO Box 952339                     |          |          | St. Louis    | MO    | 63195      |         |
| Croy, Wyndy G.                             |                    | Address on File                   |          |          |              |       |            |         |
| Crozier, Renee J.                          |                    | Address on File                   |          |          |              |       |            |         |
| Crum & Forster Specialty Insurance Company |                    | 305 Madison Avenue                |          |          | Morristwon   | NJ    | 07960      |         |
| Crum, Sandie L.                            |                    | Address on File                   |          |          |              |       |            |         |
| Crumrine, Elizabeth                        |                    | Address on File                   |          |          |              |       |            |         |
| CrushGrind USA                             |                    | 19 Old Route 28                   |          |          | Ossipee      | NH    | 03864      |         |
| Crute, Dyani U.                            |                    | Address on File                   |          |          |              |       |            |         |
| Cruz IV, Alfredo                           |                    | Address on File                   |          |          |              |       |            |         |
| Cruz Jr., Omar                             |                    | Address on File                   |          |          |              |       |            |         |
| Cruz, Alissa                               |                    | Address on File                   |          |          |              |       |            |         |
| Cruz, Amanda J.                            |                    | Address on File                   |          |          |              |       |            |         |
| Cruz, Armando P.                           |                    | Address on File                   |          |          |              |       |            |         |
| Cruz, Brandon J.                           |                    | Address on File                   |          |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1                       | Address2 | Address3 | City       | State | Zip   | Country |
|--|--------------------|--------------------------------|----------|----------|------------|-------|-------|---------|
| Cruz, Cesar A.                         |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Cynthia                          |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Erika L.                         |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Jocelyn R.                       |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Joe Anthony                      |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Marcus A.                        |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Marie                            |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Melissa                          |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Mireya                           |                    | Address on File                |          |          |            |       |       |         |
| Cruz, Rene E.                          |                    | Address on File                |          |          |            |       |       |         |
| Cruz-Cervantes, Sandra M.              |                    | Address on File                |          |          |            |       |       |         |
| CS DISCO INC                           |                    | 111 CONGRESS AVE, SUITE<br>900 |          |          | AUSTIN     | TX    | 78701 |         |
| CT Lien Solutions                      |                    | P.O. Box 301133                |          |          | Dallas     | TX    | 75303 |         |
| Cuadrado Fontanez, Edwin A.            |                    | Address on File                |          |          |            |       |       |         |
| Cubillan, Gabriel                      |                    | Address on File                |          |          |            |       |       |         |
| Cuevas Salas, Pablo                    |                    | Address on File                |          |          |            |       |       |         |
| Culbertson, Cynthia L.                 |                    | Address on File                |          |          |            |       |       |         |
| Cullinan, Michael                      |                    | Address on File                |          |          |            |       |       |         |
| Culp, Amanda                           |                    | Address on File                |          |          |            |       |       |         |
| Cumbe-Paucar, Jimmy                    |                    | Address on File                |          |          |            |       |       |         |
| Cummings, Chiffon C.                   |                    | Address on File                |          |          |            |       |       |         |
| Cummings, Robert                       |                    | Address on File                |          |          |            |       |       |         |
| Cummins Southern Plains, LLC           |                    | PO Box 206039                  |          |          | Dallas     | TX    | 75320 |         |
| Cummins, Lura                          |                    | Address on File                |          |          |            |       |       |         |
| Cummins, Pam                           |                    | Address on File                |          |          |            |       |       |         |
| Cundiff, Rebecca M.                    |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Jennifer J.                |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Kaden R.                   |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Kimberly A.                |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Laticia                    |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Susan L.                   |                    | Address on File                |          |          |            |       |       |         |
| Cunningham, Yolanda                    |                    | Address on File                |          |          |            |       |       |         |
| Curl, Lesley                           |                    | Address on File                |          |          |            |       |       |         |
| Curran, Allyson M.                     |                    | Address on File                |          |          |            |       |       |         |
| Curran, Seamus                         |                    | Address on File                |          |          |            |       |       |         |
| Curran, Thomas                         |                    | Address on File                |          |          |            |       |       |         |
| Currier, Aidan R.                      |                    | Address on File                |          |          |            |       |       |         |
| Currier, Kylie R.                      |                    | Address on File                |          |          |            |       |       |         |
| Currier, Stephanie B.                  |                    | Address on File                |          |          |            |       |       |         |
| Curry, Melissa                         |                    | Address on File                |          |          |            |       |       |         |
| Curry, William D.                      |                    | Address on File                |          |          |            |       |       |         |
| CURT HAGGLUND                          |                    | Address on File                |          |          |            |       |       |         |
| Curtis Engine & Equipment Co.,<br>Inc. |                    | 3915 Benson Avenue             |          |          | Baltimore  | MD    | 21227 |         |
| Curtis Engine & Equipment Co.,<br>Inc. |                    | PO Box 7788                    |          |          | Portsmouth | VA    | 23707 |         |
| Curtis, Altovise                       |                    | Address on File                |          |          |            |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName            | Address1                       | Address2                   | Address3 | City            | State | Zip        | Country |
|---|-------------------------------|--------------------------------|----------------------------|----------|-----------------|-------|------------|---------|
| Curtis, Ariana                              |                               | Address on File                |                            |          |                 |       |            |         |
| Curtis, Courtney M.                         |                               | Address on File                |                            |          |                 |       |            |         |
| Curtis, Lisa G.                             |                               | Address on File                |                            |          |                 |       |            |         |
| Curtis, Mary T.                             |                               | Address on File                |                            |          |                 |       |            |         |
| Custer, Lauren S.                           |                               | Address on File                |                            |          |                 |       |            |         |
| Cutler, Kathleen                            |                               | Address on File                |                            |          |                 |       |            |         |
| Cutter, Elisha M.                           |                               | Address on File                |                            |          |                 |       |            |         |
| Cuyana, Inc.                                |                               | 291 Geary Street, 4th Floor    |                            |          | San Francisco   | CA    | 91030      |         |
| CUYANA, INC.                                |                               | 291 Geary Street               | Floor 4                    |          | San Francisco   | CA    | 94102      |         |
| Cuzzola, Allyson                            |                               | Address on File                |                            |          |                 |       |            |         |
| CVille Capital Partners                     |                               | 1913 Asheville Dr              |                            |          | Charlottesville | VA    | 22911      |         |
| Cwar, Casper                                |                               | Address on File                |                            |          |                 |       |            |         |
| Cybra Corporation                           |                               | 28 Wells Avenue                | Building #3                |          | Yonkers         | NY    | 10701      |         |
| Cynthia Bair                                |                               | Address on File                |                            |          |                 |       |            |         |
| CYNTHIA SMITH                               |                               | Address on File                |                            |          |                 |       |            |         |
| Cypress-Fairbanks ISD                       | David Piwonka                 | 10494 Jones Rd Room-106        |                            |          | Houston         | TX    | 77065      |         |
| Cypress-Fairbanks ISD                       |                               | P.O. Box 692003                |                            |          | Houston         | TX    | 77269-2003 |         |
| Czarniak-Yull, Jill H.                      |                               | Address on File                |                            |          |                 |       |            |         |
| D & L Tooling Plastics                      |                               | 950 South East Loop 456        |                            |          | Jacksonville    | TX    | 75766      |         |
| D & S Market Properties Limited Partnership |                               | 33 Boylston Street             | Suite 3000                 |          | Chestnut Hill   | MA    | 02467      |         |
| D Magazine Partners L.P.                    |                               | 750 North Saint Paul Street    | Suite 2100                 |          | Dallas          | TX    | 75201      |         |
| D&L Tooling Plastics (Hangers)              |                               | 950 South East Loop 456        |                            |          | Jacksonville    | TX    | 75766      |         |
| D&R Saw and Tool, Inc.                      |                               | 11060 Harry Hines Blvd.        |                            |          | Dallas          | TX    | 75229      |         |
| D&S Market Properties Limited Partnership   | c/o WS Asset Management, Inc. | 33 Boylston Street, Suite 3000 |                            |          | Chestnut Hill   | MA    | 02467      |         |
| D.S. Cleaning Kits, Inc.                    |                               | 24307 Magic mountain Pkwy #257 |                            |          | Valencia        | CA    | 91355      |         |
| Da Costa Bernardi, Jefferson                |                               | Address on File                |                            |          |                 |       |            |         |
| Dabal, Sharon J.                            |                               | Address on File                |                            |          |                 |       |            |         |
| Dacy, Kathleen M.                           |                               | Address on File                |                            |          |                 |       |            |         |
| Dafney, Jacqueline                          |                               | Address on File                |                            |          |                 |       |            |         |
| D'Agostino, Charlotte M.                    |                               | Address on File                |                            |          |                 |       |            |         |
| Daguio, Noel N.                             |                               | Address on File                |                            |          |                 |       |            |         |
| Dahlke, Anna                                |                               | Address on File                |                            |          |                 |       |            |         |
| Dailey, Amber G.                            |                               | Address on File                |                            |          |                 |       |            |         |
| Daji, Nishta                                |                               | Address on File                |                            |          |                 |       |            |         |
| Dale Heise                                  |                               | Address on File                |                            |          |                 |       |            |         |
| Dale Scheihagen                             |                               | Address on File                |                            |          |                 |       |            |         |
| Dale Scheihagen                             |                               | Address on File                |                            |          |                 |       |            |         |
| DAlessandro, Aidan                          |                               | Address on File                |                            |          |                 |       |            |         |
| Dalia Soto                                  |                               | Address on File                |                            |          |                 |       |            |         |
| Daltex Perimeter                            | Property Manager              | 3715 Northside Parkway, NW     | Bldg 400-100               |          | Atlanta         | GA    | 30327      |         |
| Daltex Perimeter                            | Property Manager              | c/o Coro Realty                | 3715 Northside Parkway, NW |          | Atlanta         | GA    | 30327      |         |
| Daltex Perimeter Inc.                       |                               | 3715 Northside Parkway         | Building 400, Suite 100    |          | Atlanta         | GA    | 30327      |         |
| Dalton, Jake T.                             |                               | Address on File                |                            |          |                 |       |            |         |
| Dalton, John L.                             |                               | Address on File                |                            |          |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName   | Address1   | Address2                         | Address3                        | City   | State | Zip   | Country |
|---|--|--|----------------------------------|---------------------------------|--------|-------|-------|---------|
| Daly, Patricia A.                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Damian, Elizabeth                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Dampier, Jesse J.                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Damrow, Thomas F.                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Dan Larson Group LLC                        |  | Address on File  |                                  |                                 |        |       |       |         |
| DAN LERMA                                   |  | Address on File  |                                  |                                 |        |       |       |         |
| DANA HILL                                   |  | Address on File  |                                  |                                 |        |       |       |         |
| Dana Nance                                  |  | Address on File  |                                  |                                 |        |       |       |         |
| Dana Pachulski                              |  | Address on File  |                                  |                                 |        |       |       |         |
| DAngelo, Isabella L.                        |  | Address on File  |                                  |                                 |        |       |       |         |
| DAngelo, Kris                               |  | Address on File  |                                  |                                 |        |       |       |         |
| Dani Craig                                  |  | Address on File  |                                  |                                 |        |       |       |         |
| Dani Dollinger dba Level Up Organizers, LLC |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel Bang                                 | Dan A. Atkerson, Esq.  | Law Offices of Dan A. Atkerson   | 1025 Arches Park Drive           |                                 | Allen  | TX    | 75013 |         |
| Daniel Bang                                 |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel Spann                                |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel, Anne E.                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel, Denise M.                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel, Dezarae M.                          |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniel, Karen K.                            |  | Address on File  |                                  |                                 |        |       |       |         |
| DANIELLE DAVILA                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Danielle Diallo                             | Luis Alberto Acevedo Acting Assistant Regional Administrator | U.S. Department of Labor Occupational Safety and Health Administration | Whistleblower Protection Program | 525 S. Griffin Street, Room 602 | Dallas | TX    | 75202 |         |
| Danielle Diallo                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Danielle Epstein                            |  | Address on File  |                                  |                                 |        |       |       |         |
| Danielle Wurth                              |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniels, Christiana                         |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniels, Quin                               |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniels, Rashida M.                         |  | Address on File  |                                  |                                 |        |       |       |         |
| Daniels, Taylor                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Danner, Elaine                              |  | Address on File  |                                  |                                 |        |       |       |         |
| Dantzler, Sakinah                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Dao, Bach X.                                |  | Address on File  |                                  |                                 |        |       |       |         |
| Dao, Julie A.                               |  | Address on File  |                                  |                                 |        |       |       |         |
| Dao, Kayley                                 |  | Address on File  |                                  |                                 |        |       |       |         |
| Dao, Kimberly T.                            |  | Address on File  |                                  |                                 |        |       |       |         |
| Darand, Stephanie                           |  | Address on File  |                                  |                                 |        |       |       |         |
| Darby Jr., Daniel V.                        |  | Address on File  |                                  |                                 |        |       |       |         |
| Darby Jr., McCrae C.                        |  | Address on File  |                                  |                                 |        |       |       |         |
| Darden, Sheanica                            |  | Address on File  |                                  |                                 |        |       |       |         |
| Dare, Diane S.                              |  | Address on File  |                                  |                                 |        |       |       |         |
| Dare, Mackenzie A.                          |  | Address on File  |                                  |                                 |        |       |       |         |
| Darius, Tatiana                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Darleata Tyler-Osborne                      |  | Address on File  |                                  |                                 |        |       |       |         |
| Darlene Cabrera                             |  | Address on File  |                                  |                                 |        |       |       |         |
| Darois, Aimee N.                            |  | Address on File  |                                  |                                 |        |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                      | CreditorNoticeName | Address1                       | Address2      | Address3 | City        | State | Zip   | Country |
|---|--------------------|--------------------------------|---------------|----------|-------------|-------|-------|---------|
| Darrah, Catherine A.                              |                    | Address on File                |               |          |             |       |       |         |
| Darrah-Fiedler, Mark S.                           |                    | Address on File                |               |          |             |       |       |         |
| Darren P. Chorley                                 |                    | Address on File                |               |          |             |       |       |         |
| Datadog, Inc.                                     | Attn Legal         | 620 8th Ave 45th Floor         |               |          | New York    | NY    | 10018 |         |
| DataMap, LLC                                      |                    | 2300 Main Street, Ste 900      |               |          | Kansas City | MO    | 64108 |         |
| DataMax System Solutions, Inc.                    |                    | 6251 Park of Commerce Blvd     | Suite B       |          | Boca Raton  | FL    | 33487 |         |
| Datasite LLC                                      |                    | 733 S Marquette Ave, Suite 600 |               |          | Minneapolis | MN    | 55402 |         |
| Datta, Marsriana                                  |                    | Address on File                |               |          |             |       |       |         |
| Daugherty, Candace                                |                    | Address on File                |               |          |             |       |       |         |
| Daughtry, Aanyah                                  |                    | Address on File                |               |          |             |       |       |         |
| Daush, Elizabeth A.                               |                    | Address on File                |               |          |             |       |       |         |
| Dauti, Ardita                                     |                    | Address on File                |               |          |             |       |       |         |
| Davaco, LP  |                    | Dept. 8055                     | PO Box 650002 |          | Dallas      | TX    | 75265 |         |
| DAVE, MEGHANABEN A.                               |                    | Address on File                |               |          |             |       |       |         |
| Davenport, Anna E.                                |                    | Address on File                |               |          |             |       |       |         |
| Davenport, Bridget R.                             |                    | Address on File                |               |          |             |       |       |         |
| Davenport, Chandler                               |                    | Address on File                |               |          |             |       |       |         |
| Davenport, Sarah E.                               |                    | Address on File                |               |          |             |       |       |         |
| Davenport, Talyiah                                |                    | Address on File                |               |          |             |       |       |         |
| Davers, Noah                                      |                    | Address on File                |               |          |             |       |       |         |
| David Brunelle                                    |                    | Address on File                |               |          |             |       |       |         |
| DAVID JAMES JANSSEN                               |                    | Address on File                |               |          |             |       |       |         |
| DAVID LINDGREN                                    |                    | Address on File                |               |          |             |       |       |         |
| DAVID RUSSETH                                     |                    | Address on File                |               |          |             |       |       |         |
| DAVID SIMENAUER                                   |                    | Address on File                |               |          |             |       |       |         |
| David, Kevin                                      |                    | Address on File                |               |          |             |       |       |         |
| Davidson County, Metropolitan Trustee (Nashville) |                    | PO Box 196358                  |               |          | Nashville   | TN    | 37219 |         |
| Davidson, Bonnie R.                               |                    | Address on File                |               |          |             |       |       |         |
| Davidson, Chaunn L.                               |                    | Address on File                |               |          |             |       |       |         |
| Davidson, Deaunte M.                              |                    | Address on File                |               |          |             |       |       |         |
| Davidson, Geraldine K.                            |                    | Address on File                |               |          |             |       |       |         |
| Davidson, Terry D.                                |                    | Address on File                |               |          |             |       |       |         |
| Davila Cuadrado, Jeneva                           |                    | Address on File                |               |          |             |       |       |         |
| Davila, Angela                                    |                    | Address on File                |               |          |             |       |       |         |
| Davila, Kevin                                     |                    | Address on File                |               |          |             |       |       |         |
| Davis Jr., Christopher L.                         |                    | Address on File                |               |          |             |       |       |         |
| Davis Jr., Kenneth                                |                    | Address on File                |               |          |             |       |       |         |
| Davis, Anthony                                    |                    | Address on File                |               |          |             |       |       |         |
| Davis, Bianca                                     |                    | Address on File                |               |          |             |       |       |         |
| Davis, Carly A.                                   |                    | Address on File                |               |          |             |       |       |         |
| Davis, Cherlyn L.                                 |                    | Address on File                |               |          |             |       |       |         |
| Davis, Coffie                                     |                    | Address on File                |               |          |             |       |       |         |
| Davis, Deborah N.                                 |                    | Address on File                |               |          |             |       |       |         |
| Davis, dupree A.                                  |                    | Address on File                |               |          |             |       |       |         |
| Davis, Elizabeth                                  |                    | Address on File                |               |          |             |       |       |         |
| Davis, Hunter L.                                  |                    | Address on File                |               |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                              | CreditorNoticeName                      | Address1                    | Address2  | Address3 | City           | State | Zip        | Country |
|---|---|-----------------------------|-----------|----------|----------------|-------|------------|---------|
| Davis, Jacob                              |   | Address on File             |           |          |                |       |            |         |
| Davis, Jade T.                            |   | Address on File             |           |          |                |       |            |         |
| Davis, James F.                           |   | Address on File             |           |          |                |       |            |         |
| Davis, Jeffrey H.                         |   | Address on File             |           |          |                |       |            |         |
| Davis, Joshua A.                          |   | Address on File             |           |          |                |       |            |         |
| Davis, Joy M.                             |   | Address on File             |           |          |                |       |            |         |
| Davis, Kara L.                            |   | Address on File             |           |          |                |       |            |         |
| Davis, Kristin S.                         |   | Address on File             |           |          |                |       |            |         |
| Davis, Krystal C.                         |   | Address on File             |           |          |                |       |            |         |
| Davis, La Trice M.                        |   | Address on File             |           |          |                |       |            |         |
| Davis, Martenus                           |   | Address on File             |           |          |                |       |            |         |
| Davis, Trevor                             |   | Address on File             |           |          |                |       |            |         |
| Davis, Truemellow                         |   | Address on File             |           |          |                |       |            |         |
| Davis, Vancelyn K.                        |   | Address on File             |           |          |                |       |            |         |
| Davis-Roberts, Taisha                     |   | Address on File             |           |          |                |       |            |         |
| DAWNE BROWDER                             |   | Address on File             |           |          |                |       |            |         |
| Dawson, Alissa M.                         |   | Address on File             |           |          |                |       |            |         |
| Dawson, Jasmine R.                        |   | Address on File             |           |          |                |       |            |         |
| Dawson, Raleigh K.                        |   | Address on File             |           |          |                |       |            |         |
| Dawson, Stephanie J.                      |   | Address on File             |           |          |                |       |            |         |
| Dawson, Tia M.                            |   | Address on File             |           |          |                |       |            |         |
| Dawson-King, Windie D.                    |   | Address on File             |           |          |                |       |            |         |
| Day II, Donald D.                         |   | Address on File             |           |          |                |       |            |         |
| Day, Jermon C.                            |   | Address on File             |           |          |                |       |            |         |
| DBA Media LLC                             |   | 750 N. San Vicente Blvd     | Suite 950 |          | West Hollywood | CA    | 90069      |         |
| DBA WRAPMASTER COMPANY                    |   | 200 E Westwood Ln           |           |          | Union          | WA    | 98592      |         |
| DC Office of Finance and Treasury         | Unclaimed Property Unit                 | 1101 4th St. SW, Ste. 800 W |           |          | Washington     | DC    | 20024      |         |
| DC Treasurer/DC Office of Tax and Revenue | Corporation Estimated Franchise Tax     | PO Box 679                  |           |          | Washington     | DC    | 20044-0679 |         |
| DC Treasurer/DC Office of Tax and Revenue | Dept of Consumer and Regulatory Affairs | PO Box 96081                |           |          | Washington     | DC    | 20090      |         |
| DC Treasurer/DC Office of Tax and Revenue |   | PO Box 679                  |           |          | Washington     | DC    | 20044-0679 |         |
| DDR MDT Woodfield Village Green           | Attn Executive Vice President - Leasing | 3300 Enterprise Parkway     |           |          | Beachwood      | OH    | 44122      |         |
| DDR MDT Woodfield Village, LLC            | Attn Executive Vice President - Leasing | 3300 Enterprise Parkway     |           |          | Beachwood      | OH    | 44122      |         |
| De Aquino, Heysel                         |   | Address on File             |           |          |                |       |            |         |
| De Avila, Andres                          |   | Address on File             |           |          |                |       |            |         |
| de Freitas, Theodore P.                   |   | Address on File             |           |          |                |       |            |         |
| De La Cruz, Alexandria C.                 |   | Address on File             |           |          |                |       |            |         |
| De La Cruz, Gabriela                      |   | Address on File             |           |          |                |       |            |         |
| De La Luz, Pedro J.                       |   | Address on File             |           |          |                |       |            |         |
| De La Rosa, Jimmy R.                      |   | Address on File             |           |          |                |       |            |         |
| De Leon, Welinton                         |   | Address on File             |           |          |                |       |            |         |
| De Los Santos, Rosangely M.               |   | Address on File             |           |          |                |       |            |         |
| de Oliveira Randolph, Cristina            |   | Address on File             |           |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                   | CreditorNoticeName | Address1                  | Address2   | Address3 | City            | State | Zip        | Country     |
|--------------------------------|--------------------|---------------------------|------------|----------|-----------------|-------|------------|-------------|
| De Paz, Michael V.             |                    | Address on File           |            |          |                 |       |            |             |
| de Peralta, Rylee J.           |                    | Address on File           |            |          |                 |       |            |             |
| de Vera, Josefine E.           |                    | Address on File           |            |          |                 |       |            |             |
| Deal Rise, LLC                 |                    | 1300 Mendota Heights Road |            |          | Mendota Heights | MN    | 55120      |             |
| Dean, Allison                  |                    | Address on File           |            |          |                 |       |            |             |
| Dean, Corey                    |                    | Address on File           |            |          |                 |       |            |             |
| Dean, Julie-Anne Z.            |                    | Address on File           |            |          |                 |       |            |             |
| Dean, Kenneth L.               |                    | Address on File           |            |          |                 |       |            |             |
| Dean, LeTanya C.               |                    | Address on File           |            |          |                 |       |            |             |
| Dean, Megan E.                 |                    | Address on File           |            |          |                 |       |            |             |
| Dean, Noah M.                  |                    | Address on File           |            |          |                 |       |            |             |
| DeAndrea, Thomas D.            |                    | Address on File           |            |          |                 |       |            |             |
| Dearing, Melissa C.            |                    | Address on File           |            |          |                 |       |            |             |
| Deassuncao, Giselle            |                    | Address on File           |            |          |                 |       |            |             |
| Deaver, David W.               |                    | Address on File           |            |          |                 |       |            |             |
| Deaver, Jayme D.               |                    | Address on File           |            |          |                 |       |            |             |
| Debbi Wertheim                 |                    | Address on File           |            |          |                 |       |            |             |
| DEBBIE CRITES                  |                    | Address on File           |            |          |                 |       |            |             |
| DEBBIE LAWRENCE                |                    | Address on File           |            |          |                 |       |            |             |
| DeBonis, Ariana                |                    | Address on File           |            |          |                 |       |            |             |
| Deborah Hidajat                | PTS America        | Address on File           |            |          |                 |       |            |             |
| Deborah Maschmeyer             |                    | Address on File           |            |          |                 |       |            |             |
| DEBORAH SHANNON                |                    | Address on File           |            |          |                 |       |            |             |
| DEBORAH VALERIE KING           |                    | Address on File           |            |          |                 |       |            |             |
| DeBoth, Robert                 |                    | Address on File           |            |          |                 |       |            |             |
| Debra Ferreira                 |                    | Address on File           |            |          |                 |       |            |             |
| DEBRA TAYLOR                   |                    | Address on File           |            |          |                 |       |            |             |
| Deceide, Paltanisha            |                    | Address on File           |            |          |                 |       |            |             |
| Decker, Brendan K.             |                    | Address on File           |            |          |                 |       |            |             |
| DECOR                          |                    | 10a EJ Court,             |            |          | Dandenong South | VIC   | 3175       | Australia   |
| DECOR                          |                    | 7 Devon Lane              | Pukekohe   |          | Auckland        |       | 2120       | New Zealand |
| Dee, Alison M.                 |                    | Address on File           |            |          |                 |       |            |             |
| DeeDee McPhaul                 |                    | Address on File           |            |          |                 |       |            |             |
| Deering, Courtney              |                    | Address on File           |            |          |                 |       |            |             |
| Deetz, Anne                    |                    | Address on File           |            |          |                 |       |            |             |
| Deflecto, LLC                  |                    | 75 Remittance Dr,         | Suite 3145 |          | Chicago         | IL    | 60675      |             |
| DeGrande, Hannah               |                    | Address on File           |            |          |                 |       |            |             |
| DeGroff-Gunter, Cheryl L.      |                    | Address on File           |            |          |                 |       |            |             |
| Deguzman, Kirsten              |                    | Address on File           |            |          |                 |       |            |             |
| Dehan, Kathleen                |                    | Address on File           |            |          |                 |       |            |             |
| Deion II, Mathew T.            |                    | Address on File           |            |          |                 |       |            |             |
| Deiss, Mary Kay                |                    | Address on File           |            |          |                 |       |            |             |
| DeJesus, Diego                 |                    | Address on File           |            |          |                 |       |            |             |
| DeJulius Jr., Andrew M.        |                    | Address on File           |            |          |                 |       |            |             |
| DeKalb County Tax Commissioner |                    | P.O. Box 100004           |            |          | Decatur         | GA    | 30031-7004 |             |
| Del Hierro, Jordan C.          |                    | Address on File           |            |          |                 |       |            |             |
| Del Medico, Maria              |                    | Address on File           |            |          |                 |       |            |             |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                        | CreditorNoticeName           | Address1                                   | Address2          | Address3 | City         | State | Zip        | Country |
|-------------------------------------|------------------------------|--|-------------------|----------|--------------|-------|------------|---------|
| Delafuente, Francia G.              |                              | Address on File                            |                   |          |              |       |            |         |
| Delany, Jacqueline J.               |                              | Address on File                            |                   |          |              |       |            |         |
| DelaRosa, Angelica                  |                              | Address on File                            |                   |          |              |       |            |         |
| Delattiboudere, Jason S.            |                              | Address on File                            |                   |          |              |       |            |         |
| Delaware Attorney General           | Attn Bankruptcy Department   | Carvel State Office Bldg.                  | 820 N. French St. |          | Wilmington   | DE    | 19801      |         |
| Delaware Department of Finance      | Office of Unclaimed Property | PO Box 8931                                |                   |          | Wilmington   | DE    | 19899-8931 |         |
| Delaware Division of Revenue        |                              | P.O. Box 8750                              |                   |          | Wilmington   | DE    | 19899      |         |
| Delaware Secretary of State         | State of Delaware            | Division of Corporations P.O.<br>Box 74072 |                   |          | Baltimore    | MD    | 21274-4072 |         |
| Delaware State Police               |                              | Lockbox #7072                              | PO Box 8500       |          | Philadelphia | PA    | 19178-7072 |         |
| Deler, Bianca                       |                              | Address on File                            |                   |          |              |       |            |         |
| Delfino, Stephen                    |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Angela N.                  |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Candy H.                   |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Hanna                      |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Janette                    |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Javier                     |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Maritza                    |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Naomi                      |                              | Address on File                            |                   |          |              |       |            |         |
| Delgado, Timothy                    |                              | Address on File                            |                   |          |              |       |            |         |
| Dell Inc.                           |                              | PO Box 676021                              |                   |          | Dallas       | TX    | 75267      |         |
| Delmarva Power and Light<br>Company | Corporate Correspondence     | P.O. Box 17006                             |                   |          | Wilmington   | DE    | 19850-7006 |         |
| DELMARVA POWER DE/MD/VA             |                              | PO Box 13609                               |                   |          | PHILADELPHIA | PA    | 19101-3609 |         |
| DELMARVA POWER DE/MD/VA             |                              | 500 North Wakefield Drive                  |                   |          | Newark       | DE    | 19702      |         |
| DeLoach, Tiffany                    |                              | Address on File                            |                   |          |              |       |            |         |
| Deloitte AB                         |                              | Rehmsgatan 11                              |                   |          | Stockholm    |       | SE-113 79  | Sweden  |
| DeLollis, Mary                      |                              | Address on File                            |                   |          |              |       |            |         |
| Delta Cycle Corporation             | dba Delta Design Company     | P.O. Box 628                               |                   |          | Foxboro      | MA    | 02035-2995 |         |
| DELTA DESIGN COMPANY                |                              | 36 YORK AVENUE                             |                   |          | RANDOLPH     | MA    | 02368      |         |
| Dematic Corporation                 |                              | 684125 Network Place                       |                   |          | Chicago      | IL    | 60673-1684 |         |
| Demery, Cameron L.                  |                              | Address on File                            |                   |          |              |       |            |         |
| Dempsey, Jasmine E.                 |                              | Address on File                            |                   |          |              |       |            |         |
| Denier, Kimberly M.                 |                              | Address on File                            |                   |          |              |       |            |         |
| Denise Perret                       |                              | Address on File                            |                   |          |              |       |            |         |
| DENISE SUMPTION                     |                              | Address on File                            |                   |          |              |       |            |         |
| Deniz, Paulo                        |                              | Address on File                            |                   |          |              |       |            |         |
| Denlinger, Kathryn H.               |                              | Address on File                            |                   |          |              |       |            |         |
| Denney Jr., Reginald                |                              | Address on File                            |                   |          |              |       |            |         |
| Denney, Andrea N.                   |                              | Address on File                            |                   |          |              |       |            |         |
| Denning, Ariyon                     |                              | Address on File                            |                   |          |              |       |            |         |
| Dennis, Brianna M.                  |                              | Address on File                            |                   |          |              |       |            |         |
| Dennis, Lamar T.                    |                              | Address on File                            |                   |          |              |       |            |         |
| Dennis, Robert                      |                              | Address on File                            |                   |          |              |       |            |         |
| Dennis, Susanne                     |                              | Address on File                            |                   |          |              |       |            |         |
| Dennison, Dawn L.                   |                              | Address on File                            |                   |          |              |       |            |         |
| Denson, Leola                       |                              | Address on File                            |                   |          |              |       |            |         |
| Denver Water                        |                              | 1600 W. 12th Ave.                          |                   |          | Denver       | CO    | 80204-3412 |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName            | Address1                          | Address2                 | Address3 | City            | State | Zip        | Country |
|--|-------------------------------|-----------------------------------|--------------------------|----------|-----------------|-------|------------|---------|
| Denver Water                               |                               | PO Box 173343                     |                          |          | DENVER          | CO    | 80217-3343 |         |
| Denvir, Kathleen                           |                               | Address on File                   |                          |          |                 |       |            |         |
| Department of Assessment and Taxation      | Personal Property Division    | 301 W. Preston St. Room 801       |                          |          | Baltimore       | MD    | 21201-2395 |         |
| Department of Labor & Industries           |                               | P.O. Box 24106                    |                          |          | Seattle         | WA    | 98124-6524 |         |
| Department of Labor & Industries           |                               | P.O. Box 44480                    |                          |          | Olympia         | WA    | 98504-4480 |         |
| Depew, Jayne F.                            |                               | Address on File                   |                          |          |                 |       |            |         |
| Dept of Revenue Washington State           | Unclaimed Property Section    | PO Box 34053                      |                          |          | Seattle         | WA    | 98124-1053 |         |
| Dept of the State Treasurer                | Commonwealth of Massachusetts | Unclaimed Property Division       | One Ashburton PI 12th Fl |          | Boston          | MA    | 02108-1608 |         |
| Derbe, Mekhai                              |                               | Address on File                   |                          |          |                 |       |            |         |
| Derrington, Dimitrius                      |                               | Address on File                   |                          |          |                 |       |            |         |
| Descartes Systems (USA) LLC                | c/o Bank of America           | PO Box 404037                     |                          |          | Atlanta         | GA    | 30384-4037 |         |
| DesChane, Julia                            |                               | Address on File                   |                          |          |                 |       |            |         |
| DeSeelhorst, Amy                           |                               | Address on File                   |                          |          |                 |       |            |         |
| Deseret Book                               |                               | 55 N. 300 W. Suite 300            | Attn Heather Simmons     |          | Salt Lake City  | UT    | 84101      |         |
| DeSicy, Jason R.                           |                               | Address on File                   |                          |          |                 |       |            |         |
| DESIGN DESIGN                              |                               | 19 La Grave Avenue SE             |                          |          | Grand Rapids    | MI    | 49503      |         |
| Design Design, Inc.                        |                               | P.O. Box 2266                     |                          |          | Grand Rapids    | MI    | 49501      |         |
| Design Go Inc                              |                               | 1800 NW Corporate Blvd, Suite 202 |                          |          | Boca Raton      | FL    | 33431      |         |
| DESIGN GO, INC.                            |                               | 1800 NW Corporate Blvd.,          | Suite 302                |          | Boca Raton      | FL    | 33431      |         |
| DESIGN GO, INC.                            |                               | 13565 Pinnacle Drive              |                          |          | Athens          | AL    | 35613      |         |
| Design Ideas                               |                               | PO Box 2967                       |                          |          | Springfield     | IL    | 62708      |         |
| Design Ideas                               |                               | 6435 Reliable Parkway             |                          |          | Chicago         | IL    | 60686      |         |
| Design Ideas                               |                               | 2500 Stockyards Road              |                          |          | Springfield     | IL    | 62702      |         |
| Design Ideas- mesh                         |                               | PO. Box 2967                      |                          |          | Springfield     | IL    | 62708      |         |
| Design Ideas, Ltd                          | Dave Perry / Andy Van Meter   | 2521 Stockyard Road               |                          |          | SPRINGFIELD     | IL    | 62702      |         |
| DESIGN IDEAS, LTD                          |                               | 2521 Stockyard Road               |                          |          | Springfield     | IL    | 62702      |         |
| DESIGN IDEAS-MESH                          |                               | 2521 Stockyard Road               |                          |          | Springfield     | IL    | 62702      |         |
| Design Pool Limited                        |                               | 33/F, 88 Hing Fat St              |                          |          | Hong Kong       |       |            | China   |
| Design Pool Limited                        |                               | 21/F, 148 Wing Lok Street         | Sheung Wan               |          | Hong Kong       |       |            | China   |
| Designed to Organize                       |                               | 175 S. Main STE 850               |                          |          | Salt Lake City  | UT    | 84101      |         |
| Designing Spaces LLC                       |                               | 3860 North Powerline Road         |                          |          | Deerfield Beach | FL    | 33073      |         |
| Designworks Ink, LLC                       |                               | 2934 SIDCO DRIVE                  | STE 140                  |          | Nashville       | TN    | 37204      |         |
| DeSimone, Justin A.                        |                               | Address on File                   |                          |          |                 |       |            |         |
| Desirepath Mississippi, LLC. DBA Curio     |                               | 629 9th Street SE                 |                          |          | Minneapolis     | MN    | 55414      |         |
| Deske, Brandon                             |                               | Address on File                   |                          |          |                 |       |            |         |
| Desmond, James                             |                               | Address on File                   |                          |          |                 |       |            |         |
| Desoto Parish Sales and Use Tax Commission |                               | P.O. Box 927                      |                          |          | Mansfield       | LA    | 71052      |         |
| Desoto, Ellen S.                           |                               | Address on File                   |                          |          |                 |       |            |         |
| DeSouza, Marc D.                           |                               | Address on File                   |                          |          |                 |       |            |         |
| deSpain, Blake H.                          |                               | Address on File                   |                          |          |                 |       |            |         |
| Desrosiers, Darlie                         |                               | Address on File                   |                          |          |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                | CreditorNoticeName   | Address1                           | Address2  | Address3 | City        | State | Zip        | Country |
|---|----------------------|------------------------------------|-----------|----------|-------------|-------|------------|---------|
| Desrosiers, James                           |                      | Address on File                    |           |          |             |       |            |         |
| Desruisseaux, Sandrine                      |                      | Address on File                    |           |          |             |       |            |         |
| Dess, Lisa L.                               |                      | Address on File                    |           |          |             |       |            |         |
| Dessalet, Miranda J.                        |                      | Address on File                    |           |          |             |       |            |         |
| Dessande, Modoue N.                         |                      | Address on File                    |           |          |             |       |            |         |
| Devan Miller Enterprises, LLC               |                      | 121 E 5th Street                   | Apt E     |          | Newport     | KY    | 41071      |         |
| Developers Diversified Realty Corporation   | Attn General Counsel | 3300 Enterprise Parkway            |           |          | Beachwood   | OH    | 44122      |         |
| Devers, Shokita T.                          |                      | Address on File                    |           |          |             |       |            |         |
| Devin VonderHaar                            |                      | Address on File                    |           |          |             |       |            |         |
| Devine, Brian K.                            |                      | Address on File                    |           |          |             |       |            |         |
| DeVito, Anita                               |                      | Address on File                    |           |          |             |       |            |         |
| Devon L Green dba S&D Simply Organized, LLC |                      | Address on File                    |           |          |             |       |            |         |
| Devoz, Kyle                                 |                      | Address on File                    |           |          |             |       |            |         |
| Dewsbury, Laura A.                          |                      | Address on File                    |           |          |             |       |            |         |
| Dexas International                         |                      | P. O. Box 731181                   |           |          | Dallas      | TX    | 75373-1181 |         |
| DEXAS INTERNATIONAL INC.                    |                      | 585 South Royal Lane               | Suite 200 |          | Coppell     | TX    | 75019      |         |
| DEXYPAWS INC.                               |                      | 5875 Chedworth Way                 |           |          | Mississauga | ON    | L5R 3LR    | Canada  |
| Dezurn, Robbe Z.                            |                      | Address on File                    |           |          |             |       |            |         |
| DFW Minority Supplier Development Council   |                      | 8828 N Stemmons Freeway<br>STE 550 |           |          | Dallas      | TX    | 75247      |         |
| Dhepyasuwan, Nid                            |                      | Address on File                    |           |          |             |       |            |         |
| Di Costanzo, Sharon E.                      |                      | Address on File                    |           |          |             |       |            |         |
| Di Vincenzo, Keri L.                        |                      | Address on File                    |           |          |             |       |            |         |
| Di Vito, Nicole A.                          |                      | Address on File                    |           |          |             |       |            |         |
| Dial Industries, Inc.                       |                      | 3628 Noakes Street                 |           |          | Los Angeles | CA    | 90023      |         |
| Diallo, Christina A.                        |                      | Address on File                    |           |          |             |       |            |         |
| Diallo, Danielle A.                         |                      | Address on File                    |           |          |             |       |            |         |
| Diamond Display Group Partners, Inc.        |                      | 2637 Summit Avenue                 | Suite 303 |          | Plano       | TX    | 75074      |         |
| Diamond Rigging Corporation                 |                      | 680 Kingsland Drive                |           |          | Batavia     | IL    | 60510      |         |
| Diamond, Jessica E.                         |                      | Address on File                    |           |          |             |       |            |         |
| Diamondback Fleet Services, LLC             |                      | P.O. Box 2873                      |           |          | Forney      | TX    | 75126      |         |
| Diana Atkins                                |                      | Address on File                    |           |          |             |       |            |         |
| Diane Martin                                |                      | Address on File                    |           |          |             |       |            |         |
| Diane Paetz                                 |                      | Address on File                    |           |          |             |       |            |         |
| Diane Shank                                 |                      | Address on File                    |           |          |             |       |            |         |
| Diane Starr                                 |                      | Address on File                    |           |          |             |       |            |         |
| Dianne Ashe                                 |                      | Address on File                    |           |          |             |       |            |         |
| Dias, Janice D.                             |                      | Address on File                    |           |          |             |       |            |         |
| Diaz Perez, Lily M.                         |                      | Address on File                    |           |          |             |       |            |         |
| Diaz Ramirez, Paulina                       |                      | Address on File                    |           |          |             |       |            |         |
| Diaz, Alexander                             |                      | Address on File                    |           |          |             |       |            |         |
| Diaz, Belinda                               |                      | Address on File                    |           |          |             |       |            |         |
| Diaz, Bugatti                               |                      | Address on File                    |           |          |             |       |            |         |
| Diaz, Cristal                               |                      | Address on File                    |           |          |             |       |            |         |
| Diaz, Denise                                |                      | Address on File                    |           |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                 | CreditorNoticeName | Address1            | Address2             | Address3 | City             | State | Zip   | Country |
|------------------------------|--------------------|---------------------|----------------------|----------|------------------|-------|-------|---------|
| Diaz, Francisco              |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Jonathan               |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Kevin                  |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Maribel                |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Mckayla D.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Melanie                |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Melissa A.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Melissa V.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Michelle C.            |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Miguel                 |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Paola                  |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Raul A.                |                    | Address on File     |                      |          |                  |       |       |         |
| Diaz, Stevens                |                    | Address on File     |                      |          |                  |       |       |         |
| Dice, Sheron A.              |                    | Address on File     |                      |          |                  |       |       |         |
| Dickerman, Kimberly          |                    | Address on File     |                      |          |                  |       |       |         |
| Dickerson, Danielle          |                    | Address on File     |                      |          |                  |       |       |         |
| Dickerson, Ryan S.           |                    | Address on File     |                      |          |                  |       |       |         |
| Dickey, Anne F.              |                    | Address on File     |                      |          |                  |       |       |         |
| Dickman, Janice E.           |                    | Address on File     |                      |          |                  |       |       |         |
| Dickman, Vicki L.            |                    | Address on File     |                      |          |                  |       |       |         |
| Die, Samantha                |                    | Address on File     |                      |          |                  |       |       |         |
| Diegel, Jacob D.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diehl, Amanda K.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diehl, Merissa N.            |                    | Address on File     |                      |          |                  |       |       |         |
| Diehl, Talisa N.             |                    | Address on File     |                      |          |                  |       |       |         |
| Diem, Nicole                 |                    | Address on File     |                      |          |                  |       |       |         |
| Diesel Direct                |                    | 74 Maple St         |                      |          | Stoughton        | MA    | 02072 |         |
| Diggins, Jordan              |                    | Address on File     |                      |          |                  |       |       |         |
| DIGGS INC.                   |                    | 169 Madison Ave     | STE 11349            |          | New York         | NY    | 10016 |         |
| Diggs Inc.                   |                    | 29-10 Thomas Avenue | Suite C760, Studio 8 |          | Long Island City | NY    | 11101 |         |
| Diggs, Adam L.               |                    | Address on File     |                      |          |                  |       |       |         |
| Diggs, Marilyn               |                    | Address on File     |                      |          |                  |       |       |         |
| Diggs, Myha J.               |                    | Address on File     |                      |          |                  |       |       |         |
| Diggs, Natassia D.           |                    | Address on File     |                      |          |                  |       |       |         |
| Digirolamo, Gemma            |                    | Address on File     |                      |          |                  |       |       |         |
| DiGrazia, Eva                |                    | Address on File     |                      |          |                  |       |       |         |
| Diligent Corporation         |                    | PO Box 419829       |                      |          | Boston           | MA    | 02241 |         |
| DILIP KRISHNAN               |                    | Address on File     |                      |          |                  |       |       |         |
| Dillard, Heath I.            |                    | Address on File     |                      |          |                  |       |       |         |
| Dillon, Alicia E.            |                    | Address on File     |                      |          |                  |       |       |         |
| Dillon, Courtney             |                    | Address on File     |                      |          |                  |       |       |         |
| Dillon, Jacob M.             |                    | Address on File     |                      |          |                  |       |       |         |
| Dilshan Somaweera            |                    | Address on File     |                      |          |                  |       |       |         |
| DiMarco, Theresa             |                    | Address on File     |                      |          |                  |       |       |         |
| Dimas, Luis                  |                    | Address on File     |                      |          |                  |       |       |         |
| Dimas, Olivia                |                    | Address on File     |                      |          |                  |       |       |         |
| Dimensional Fund Advisors LP |                    | Address on File     |                      |          |                  |       |       |         |
| Dimitri Lumelski             |                    | Address on File     |                      |          |                  |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                      | CreditorNoticeName         | Address1                    | Address2           | Address3 | City           | State | Zip        | Country        |
|---|----------------------------|-----------------------------|--------------------|----------|----------------|-------|------------|----------------|
| Dimitriadis Esq., Stefanos                        |                            | Address on File             |                    |          |                |       |            |                |
| Dimond, John G.                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dinah Eke   |                            | Address on File             |                    |          |                |       |            |                |
| Dinga, Isabella                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dinganga, Serge M.                                |                            | Address on File             |                    |          |                |       |            |                |
| Dingerson, Danielle                               |                            | Address on File             |                    |          |                |       |            |                |
| Dinh, BaoTran                                     |                            | Address on File             |                    |          |                |       |            |                |
| Dinsmore & Shohl LLP                              |                            | PO Box 639038               |                    |          | Cincinnati     | OH    | 45263      |                |
| DiNunno, Andrew                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dinwiddie, Ishmaill                               |                            | Address on File             |                    |          |                |       |            |                |
| Dinwoodey, Mark T.                                |                            | Address on File             |                    |          |                |       |            |                |
| Direct Energy                                     |                            | PO Box 660749               |                    |          | Dallas         | TX    | 75266      |                |
| Direct Energy                                     |                            | 910 Louisiana St            |                    |          | Houston        | TX    | 77002      |                |
| DiRuzza, Jo Dee                                   |                            | Address on File             |                    |          |                |       |            |                |
| Diryawish, Nancy                                  |                            | Address on File             |                    |          |                |       |            |                |
| Disability IN                                     |                            | 3000 Potomac Avenue         |                    |          | Alexandria     | VA    | 22305      |                |
| Dishner, Barbara J.                               |                            | Address on File             |                    |          |                |       |            |                |
| Dishong, Katie                                    |                            | Address on File             |                    |          |                |       |            |                |
| Dispatchit, Inc. dba Dispatch                     |                            | 1401 W 94th St              |                    |          | Bloomington    | MN    | 55431      |                |
| Distillery Media, Inc                             |                            | 1531 San Saba Drive         |                    |          | Dallas         | TX    | 75218      |                |
| District of Columbia Attorney General             | Attn Bankruptcy Department | 400 6th Street NW           |                    |          | Washington     | DC    | 20001      |                |
| Dittig, Dawn C.                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dittmar, Darren J.                                |                            | Address on File             |                    |          |                |       |            |                |
| Dittmar, Lynn                                     |                            | Address on File             |                    |          |                |       |            |                |
| Divcon EMS  |                            | 1801 Royal Lane             | Suite 100          |          | Farmers Branch | TX    | 75229      |                |
| Diverse Staffing Services, Inc.                   |                            | 133 West 4th Street         |                    |          | Cincinnati     | OH    | 45202      |                |
| Diverse Staffing Services, Inc.                   |                            | 7135 Waldemar Drive         |                    |          | Indianapolis   | IN    | 46268      |                |
| Dix, Leslie R.                                    |                            | Address on File             |                    |          |                |       |            |                |
| Dixon, Craig F.                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dixon, Maria C.                                   |                            | Address on File             |                    |          |                |       |            |                |
| Dixon, Rochelle T.                                |                            | Address on File             |                    |          |                |       |            |                |
| DJS International Services, Inc.                  |                            | P.O. Box 612785             |                    |          | DFW Airport    | TX    | 75261      |                |
| DK HOUSEHOLD BRANDS                               |                            | 3467 Apex Peakway           |                    |          | Apex           | NC    | 27502      |                |
| DKB Household USA                                 |                            | 3467 Apex Peakway           |                    |          | Apex           | NC    | 27526      |                |
| DKW Co., Ltd.                                     |                            | 55/5-7 Moo5, T. Baan Pathum | A. Samkoke         |          | Pathumthani    |       | 12160      | Thailand       |
| DKW Co., Ltd. (formerly SANG AH (THAI) CO., LTD.) |                            | 2024/186 Sukhumvit 50       | 50 Old Railway Rd. |          | Bangkok        |       | 10260      | Thailand       |
| DLA Piper LLP US                                  |                            | 6225 Smith Avenue           |                    |          | Baltimore      | MD    | 21209      |                |
| DM Luxury, LLC dba Modern Luxury                  |                            | P.O. Box 530204             |                    |          | Atlanta        | GA    | 30353-0204 |                |
| DM Merchandising Inc                              |                            | 835 N Church Court          |                    |          | Elmhurst       | IL    | 60126      |                |
| Dock & Bay Ltd.                                   |                            | 8 Hutchins Way              |                    |          | Westford       | MA    | 01886      |                |
| DOCK & BAY LTD.                                   |                            | 164 180 Union St            |                    |          | London         |       | SE1 0LH    | United Kingdom |
| Dockal, Nancy B.                                  |                            | Address on File             |                    |          |                |       |            |                |
| Dockery Jr., Sean M.                              |                            | Address on File             |                    |          |                |       |            |                |
| Doctor III, Jacob                                 |                            | Address on File             |                    |          |                |       |            |                |
| DocuSign, Inc.                                    | DocuSign Inc Lockbox       | P.O. Box 735445             |                    |          | Dallas         | TX    | 75373      |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName | Address1              | Address2   | Address3 | City        | State | Zip        | Country   |
|---|--------------------|-----------------------|------------|----------|-------------|-------|------------|-----------|
| Dodd, Shelby                                |                    | Address on File       |            |          |             |       |            |           |
| Dodge, Juli L.                              |                    | Address on File       |            |          |             |       |            |           |
| Doerzman, Hillary S.                        |                    | Address on File       |            |          |             |       |            |           |
| Doffou, Clotilde D.                         |                    | Address on File       |            |          |             |       |            |           |
| DOG BY DR. LISA PTY, LTD                    |                    | 12 Military Rd        |            |          | Watsons Bay | NSW   | 2030       | Australia |
| Dog by Dr. Lisa Pty, LTD                    |                    | 12 Military Rd.       |            |          | Sydney      |       | 2030       | Australia |
| Do-It Corporation                           |                    | PO Box 592            |            |          | South Haven | MI    | 49090      |           |
| DOIY LLC, THE WOW EFFECT CO.                |                    | 1401 Windsor Dr       |            |          | McKinney    | TX    | 75072      |           |
| DOIY LLC, The Wow Effect Co.                |                    | 325 N Saint Paul St.  | Suite 3100 |          | Dallas      | TX    | 75201      |           |
| Dol, Marie-Steffi                           |                    | Address on File       |            |          |             |       |            |           |
| Dolan, Sara                                 |                    | Address on File       |            |          |             |       |            |           |
| Dolan, Susan                                |                    | Address on File       |            |          |             |       |            |           |
| Dolly, Inc.                                 |                    | 901 5th Avenue        | Suite 600  |          | Seattle     | WA    | 98164      |           |
| Dollymore, Francis P.                       |                    | Address on File       |            |          |             |       |            |           |
| Domeaux, Krista                             |                    | Address on File       |            |          |             |       |            |           |
| Domingo, Breana Lynzi L.                    |                    | Address on File       |            |          |             |       |            |           |
| Dominguez Alpizar, Luis J.                  |                    | Address on File       |            |          |             |       |            |           |
| Dominguez Mendez, Raquel                    |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Arturo L.                        |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Elizabeth                        |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Emmanuel                         |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, James B.                         |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Kevin U.                         |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Miguel J.                        |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Natalia                          |                    | Address on File       |            |          |             |       |            |           |
| Dominguez, Rogelio                          |                    | Address on File       |            |          |             |       |            |           |
| Dominic Dentino                             |                    | Address on File       |            |          |             |       |            |           |
| Dominic, Tamara L.                          |                    | Address on File       |            |          |             |       |            |           |
| Dominick, Kyle                              |                    | Address on File       |            |          |             |       |            |           |
| Dominion Energy                             |                    | 120 Tredegar Street   |            |          | Richmond    | VA    | 23219      |           |
| Dominion Energy North Carolina              |                    | PO Box 25715          |            |          | Richmond    | VA    | 23260-5715 |           |
| Dominion VA/NC Power                        |                    | P.O. Box 26543        |            |          | Richmond    | VA    | 23290-0001 |           |
| Dominique Seaux Caskey dba The Westhope Co. |                    | 29519 Westhope Drive  |            |          | Spring      | TX    | 77386      |           |
| Don Juan, Lorena                            |                    | Address on File       |            |          |             |       |            |           |
| Dona Hopper                                 |                    | Address on File       |            |          |             |       |            |           |
| DONA MITCHAM                                |                    | Address on File       |            |          |             |       |            |           |
| DONA RENA MITCHAM                           |                    | Address on File       |            |          |             |       |            |           |
| Donaho, Tara M.                             |                    | Address on File       |            |          |             |       |            |           |
| Donahue, Meghan K.                          |                    | Address on File       |            |          |             |       |            |           |
| DONALD FRIEDRICH                            |                    | Address on File       |            |          |             |       |            |           |
| DONALD LEMMING                              |                    | Address on File       |            |          |             |       |            |           |
| Donaldson Company, Inc.                     |                    | 1400 West 94th Street |            |          | Bloomington | MN    | 55431      |           |
| Donaldson, Aunyah L.                        |                    | Address on File       |            |          |             |       |            |           |
| Donaldson, Aushae N.                        |                    | Address on File       |            |          |             |       |            |           |
| Donaldson, Linda S.                         |                    | Address on File       |            |          |             |       |            |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                              | CreditorNoticeName            | Address1                        | Address2        | Address3 | City             | State | Zip        | Country |
|---|-------------------------------|---------------------------------|-----------------|----------|------------------|-------|------------|---------|
| DONIDO ENTERPRISE CO.,LTD                 |                               | No. 32, Ln. 250, Rongxing Rd.,  | Huatan Township |          | Changhua County  |       | 503        | Taiwan  |
| Donlic, Tatjana                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Donn Davis                                |                               | Address on File                 |                 |          |                  |       |            |         |
| Donna Cannon                              |                               | Address on File                 |                 |          |                  |       |            |         |
| Donna Kermanshah                          |                               | Address on File                 |                 |          |                  |       |            |         |
| Donna M. Harper                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Donnan, Rachel                            |                               | Address on File                 |                 |          |                  |       |            |         |
| Donnellan, Lisa T.                        |                               | Address on File                 |                 |          |                  |       |            |         |
| Donofrio, Kaela                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Donohoe, Bonnie                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Donovan, Diana T.                         |                               | Address on File                 |                 |          |                  |       |            |         |
| Dont Run Out, Inc. DBA Public Goods       |                               | 228 Park Ave S PMB 79926        |                 |          | New York         | NY    | 10003-1502 |         |
| Dooa Mansour                              |                               | Address on File                 |                 |          |                  |       |            |         |
| Dooa Mansour                              |                               | Address on File                 |                 |          |                  |       |            |         |
| Dooley, Ashley A.                         |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorai Home Inc                            |                               | 1171 W 2400 S                   |                 |          | West Valley City | UT    | 84119      |         |
| Doray, Barbara                            |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorcy, Lukas                              |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorel Home Furnishings, Inc.              |                               | 410 East 1st Street South       |                 |          | Wright City      | MO    | 63390      |         |
| Dorel Home Furnishings, Inc.              |                               | 410 East First Street South     |                 |          | Wright City      | MO    | 63390      |         |
| Doris Centerham DBA HomePuzzleDecor, LLC  |                               | Address on File                 |                 |          |                  |       |            |         |
| Doris, Juliette C.                        |                               | Address on File                 |                 |          |                  |       |            |         |
| DORMDOC, LLC                              |                               | 72 Camino Quien Sabe            |                 |          | Santa fe         | NM    | 87505      |         |
| Dormify, Inc.                             |                               | 286 5th Ave, Fl 11              |                 |          | New York         | NY    | 10001      |         |
| Dorminy, Madeline R.                      |                               | Address on File                 |                 |          |                  |       |            |         |
| DOROTHY KELLY VRTIS                       |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorrell, Lauren                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorris, Edith H.                          |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorris, Lucy B.                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Dorsey, John                              |                               | Address on File                 |                 |          |                  |       |            |         |
| Dos Santos, Jessica B.                    |                               | Address on File                 |                 |          |                  |       |            |         |
| Dosso, Nakissi                            |                               | Address on File                 |                 |          |                  |       |            |         |
| Dotson, Jocelynnne                        |                               | Address on File                 |                 |          |                  |       |            |         |
| Double S Batteries dba Batteries Included |                               | 116 2nd St SE                   |                 |          | Swisher          | IA    | 52338      |         |
| Double Stack Logistics, LLC               |                               | 5706 E. Mockingbird Ln #115-364 |                 |          | Dallas           | TX    | 75206      |         |
| Douglas County Treasurer (CO)             |                               | PO Box 1208                     |                 |          | Castle Rock      | CO    | 80104      |         |
| Douglas County Treasurer (NE)             | John W. Ewing, Jr., Treasurer | 1819 Farnam Street H03          |                 |          | Omaha            | NE    | 68183      |         |
| Douglas County Treasurer (NE)             |                               | 1819 Farnam Street H03          |                 |          | Omaha            | NE    | 68183      |         |
| Douglas Edwards, Kathy G.                 |                               | Address on File                 |                 |          |                  |       |            |         |
| DOUGLAS EUGENE BURNS                      |                               | Address on File                 |                 |          |                  |       |            |         |
| Douglas, Alicia                           |                               | Address on File                 |                 |          |                  |       |            |         |
| Douglas-Siegel, Shannon W.                |                               | Address on File                 |                 |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName            | Address1                       | Address2                  | Address3 | City          | State | Zip        | Country |
|--|-------------------------------|--------------------------------|---------------------------|----------|---------------|-------|------------|---------|
| Douse, Rachel                            |                               | Address on File                |                           |          |               |       |            |         |
| Douth, Wiyual D.                         |                               | Address on File                |                           |          |               |       |            |         |
| Douthitt, Paige E.                       |                               | Address on File                |                           |          |               |       |            |         |
| Dovalina, Chantal                        |                               | Address on File                |                           |          |               |       |            |         |
| Dove, Graham G.                          |                               | Address on File                |                           |          |               |       |            |         |
| Dow, Kennedy                             |                               | Address on File                |                           |          |               |       |            |         |
| Dow, Tristan M.                          |                               | Address on File                |                           |          |               |       |            |         |
| DOWN TO EARTH DIST. INC.                 |                               | P.O. Box 1419                  | 3030 Judkins Road         |          | Eugene        | OR    | 97440-1419 |         |
| Down to Earth Distributors               |                               | PO Box 1419                    |                           |          | Eugene        | OR    | 97440      |         |
| Downs, Debra J.                          |                               | Address on File                |                           |          |               |       |            |         |
| Dowty, Paul                              |                               | Address on File                |                           |          |               |       |            |         |
| Doyle, Angelina I.                       |                               | Address on File                |                           |          |               |       |            |         |
| Doyle, Bridget                           |                               | Address on File                |                           |          |               |       |            |         |
| Doyle, Michelle                          |                               | Address on File                |                           |          |               |       |            |         |
| Dozier, Robert E.                        |                               | Address on File                |                           |          |               |       |            |         |
| DPH/Weights and Measures                 |                               | 1390 Market Street Suite 210   |                           |          | San Francisco | CA    | 94102      |         |
| Drago, Joseph                            |                               | Address on File                |                           |          |               |       |            |         |
| Drake, Andrea                            |                               | Address on File                |                           |          |               |       |            |         |
| Drake, Kelly H.                          |                               | Address on File                |                           |          |               |       |            |         |
| Drake, Mary                              |                               | Address on File                |                           |          |               |       |            |         |
| Draughn, Megan                           |                               | Address on File                |                           |          |               |       |            |         |
| Drayton, Andrew R.                       |                               | Address on File                |                           |          |               |       |            |         |
| Dreager, Danielle Y.                     |                               | Address on File                |                           |          |               |       |            |         |
| DREAMFARM, INC.                          |                               | 165 South River Road           |                           |          | Bedford       | NH    | 03110      |         |
| Drennan, Elizabeth C.                    |                               | Address on File                |                           |          |               |       |            |         |
| Dreyer, Allisa                           |                               | Address on File                |                           |          |               |       |            |         |
| Drinkwine, Benton T.                     |                               | Address on File                |                           |          |               |       |            |         |
| Droghetto, Roberta                       |                               | Address on File                |                           |          |               |       |            |         |
| Drop Stop LLC                            |                               | 3230 Overland Avenue           | #304                      |          | Los Angeles   | CA    | 90034      |         |
| DROP STOP LLC.                           |                               | P.O. Box 34648                 |                           |          | Los Angeles   | CA    | 90034      |         |
| Dropbox, Inc.                            |                               | P.O. Box 102345                |                           |          | Pasadena      | CA    | 91189-2345 |         |
| Drosnes, Carrie                          |                               | Address on File                |                           |          |               |       |            |         |
| Drumright, Ethan                         |                               | Address on File                |                           |          |               |       |            |         |
| Dryer, Rebecca A.                        |                               | Address on File                |                           |          |               |       |            |         |
| DS CLEANING KITS, INC                    |                               | 26943 Ruether Ave, Unit S      |                           |          | Santa Clarita | CA    | 91351      |         |
| DS Waters of America Inc.                | dba Sparkletts Drinking Water | P.O. Box 660579                |                           |          | Dallas        | TX    | 75266-0579 |         |
| DSHS Hazardous Consumer Products Permits |                               | Texas DSHS                     | PO Box 149347             |          | Austin        | TX    | 78714      |         |
| DSHS Hazardous Consumer Products Permits |                               | Cash Receipts Branch MC - 2003 | Texas DSHS, PO Box 149347 |          | Austin        | TX    | 78714      |         |
| DSL Consulting Services LLC d/b/a Sok It |                               | 7 Portland Place               |                           |          | Montclair     | NJ    | 07042      |         |
| DSS Fire                                 |                               | P.O. Box 550940                |                           |          | Dallas        | TX    | 75355-0940 |         |
| DSV Air & Sea, Inc.                      | DSV Air & Sea                 | 200 Wood Avenue 3rd Floor      |                           |          | Iselin        | NJ    | 08830      |         |
| DSV Air & Sea, Inc.                      |                               | PO Box 200876                  |                           |          | Pittsburgh    | PA    | 15251      |         |
| DTE Energy                               |                               | One Energy Plaza               |                           |          | Cincinnati    | OH    | 48226-1279 |         |
| DTE Energy                               |                               | PO BOX 630795                  |                           |          | CINCINNATI    | OH    | 45263-0795 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                           | CreditorNoticeName                                 | Address1                            | Address2                          | Address3 | City        | State | Zip        | Country        |
|--|--|-------------------------------------|-----------------------------------|----------|-------------|-------|------------|----------------|
| Duane, Ryan A.                         |  | Address on File                     |                                   |          |             |       |            |                |
| Duarte Hernandez, Adrian               |  | Address on File                     |                                   |          |             |       |            |                |
| Dubin, Kathe A.                        |  | Address on File                     |                                   |          |             |       |            |                |
| Dublak, Michael S.                     |  | Address on File                     |                                   |          |             |       |            |                |
| Dubon, Freddy                          |  | Address on File                     |                                   |          |             |       |            |                |
| DuBose, Tiara                          |  | Address on File                     |                                   |          |             |       |            |                |
| DuCharme, Marc H.                      |  | Address on File                     |                                   |          |             |       |            |                |
| DuChene, Kiernan M.                    |  | Address on File                     |                                   |          |             |       |            |                |
| Duckworth, Alex                        |  | Address on File                     |                                   |          |             |       |            |                |
| Duckworth, Lani                        |  | Address on File                     |                                   |          |             |       |            |                |
| Duel Holdings Limited                  |  | 21 Lombard Street                   |                                   |          | London      |       | EC3V 9AH   | United Kingdom |
| Duenes, Amy N.                         |  | Address on File                     |                                   |          |             |       |            |                |
| Duerr, Jonathan                        |  | Address on File                     |                                   |          |             |       |            |                |
| Duesenberg Topanga LLC                 |  | 1800 Avenue of the Stars, Suite 650 |                                   |          | Los Angeles | CA    | 90067      |                |
| Duesenberg-Topanga, LLC                | Chief Operating Office                             | c/o Anderson Real Estate            | 1800 Avenue of the Stars, Ste 200 |          | Los Angeles | CA    | 90067      |                |
| Duffin, Alicia A.                      |  | Address on File                     |                                   |          |             |       |            |                |
| Duffy, Lauren                          |  | Address on File                     |                                   |          |             |       |            |                |
| Duffy, Taylor                          |  | Address on File                     |                                   |          |             |       |            |                |
| Dufosse, Didier P.                     |  | Address on File                     |                                   |          |             |       |            |                |
| Dugan, Norine M.                       |  | Address on File                     |                                   |          |             |       |            |                |
| Dugan-Van Slyke, Lisa                  |  | Address on File                     |                                   |          |             |       |            |                |
| Duggal Visual Solutions                |  | 63 Flushing AVenue Building 25      |                                   |          | Brooklyn    | NY    | 11205      |                |
| Dugger, Kelli D.                       |  | Address on File                     |                                   |          |             |       |            |                |
| Dugger, Leigh                          |  | Address on File                     |                                   |          |             |       |            |                |
| Duke Cannon Supply Co.                 |  | 123 N 3rd St.                       | Suite 104                         |          | Minneapolis | MN    | 55401      |                |
| DUKE CANNON SUPPLY CO., LLC            |  | 123 N 3rd Street                    | Ste 104                           |          | Minneapolis | MN    | 55401      |                |
| Duke Energy                            |  | 525 South Tryon Street              |                                   |          | Charlotte   | NC    | 28202      |                |
| Duke Energy                            |  | PO Box 1094                         |                                   |          | Charlotte   | NC    | 28201-1094 |                |
| Duke Secured Financing 2009-1 ALZ, LLC | Texas Market - Vice President, Property Management | 14241 Dallas Parkway, Suite 1000    |                                   |          | Dallas      | TX    | 75254      |                |
| Duke Secured Financing 2009-1 ALZ, LLC | Texas Market - Vice President, Property Management | 221 W. Sixth St, Suite 1100         |                                   |          | Austin      | TX    | 78701      |                |
| Dulock, Michelle E.                    |  | Address on File                     |                                   |          |             |       |            |                |
| Dumesle, Chinette                      |  | Address on File                     |                                   |          |             |       |            |                |
| Dunaj, Chloe                           |  | Address on File                     |                                   |          |             |       |            |                |
| Dunbar, Bennett J.                     |  | Address on File                     |                                   |          |             |       |            |                |
| Dunbar, Nathan                         |  | Address on File                     |                                   |          |             |       |            |                |
| Duncan, Caitlin                        |  | Address on File                     |                                   |          |             |       |            |                |
| Duncan, Jhakobi D.                     |  | Address on File                     |                                   |          |             |       |            |                |
| Duncan, Samantha K.                    |  | Address on File                     |                                   |          |             |       |            |                |
| Dunford, Elizabeth A.                  |  | Address on File                     |                                   |          |             |       |            |                |
| Dunkerley, John                        |  | Address on File                     |                                   |          |             |       |            |                |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName | Address1                             | Address2           | Address3 | City       | State | Zip        | Country |
|--|--------------------|--------------------------------------|--------------------|----------|------------|-------|------------|---------|
| Dunlap, Donald C.                        |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Chloe A.                           |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Clifford D.                        |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Diane                              |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Samantha                           |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Wayne L.                           |                    | Address on File                      |                    |          |            |       |            |         |
| Dunn, Zachary                            |                    | Address on File                      |                    |          |            |       |            |         |
| Dunne, Dawn M.                           |                    | Address on File                      |                    |          |            |       |            |         |
| Dunne, Jackson T.                        |                    | Address on File                      |                    |          |            |       |            |         |
| Dunning, Bethany A.                      |                    | Address on File                      |                    |          |            |       |            |         |
| Dunwoody False Alarm Reduction Program   |                    | PO Box 936089                        |                    |          | Atlanta    | GA    | 31193-6089 |         |
| Duong, Linh                              |                    | Address on File                      |                    |          |            |       |            |         |
| Dupiche, Deandra                         |                    | Address on File                      |                    |          |            |       |            |         |
| Dupree, Rieanna T.                       |                    | Address on File                      |                    |          |            |       |            |         |
| Dupree, Ryan A.                          |                    | Address on File                      |                    |          |            |       |            |         |
| Duque, Carina                            |                    | Address on File                      |                    |          |            |       |            |         |
| Duquesne Light Company                   |                    | PO Box 371324                        |                    |          | Pittsburgh | PA    | 15250-7324 |         |
| Duquesne Light Company                   |                    | 411 Seventh Avenue                   |                    |          | Pittsburgh | PA    | 15219      |         |
| Duran, Addam                             |                    | Address on File                      |                    |          |            |       |            |         |
| Durante, Susan E.                        |                    | Address on File                      |                    |          |            |       |            |         |
| DuraServ Corp dba Southern Dock Products |                    | 2200 Luna Rd. Ste. 160               |                    |          | Carrollton | TX    | 75006      |         |
| Duren, Blair R.                          |                    | Address on File                      |                    |          |            |       |            |         |
| Duris, Kyle D.                           |                    | Address on File                      |                    |          |            |       |            |         |
| Durkee, David M.                         |                    | Address on File                      |                    |          |            |       |            |         |
| Durojaiye, Folasade A.                   |                    | Address on File                      |                    |          |            |       |            |         |
| Durrant, Deborah M.                      |                    | Address on File                      |                    |          |            |       |            |         |
| Dustpipe.com, Inc.                       |                    | 100 Ashburton Avenue                 | PO Box 316         |          | Woburn     | MA    | 01801      |         |
| Dutta-Roy, Monosij                       |                    | Address on File                      |                    |          |            |       |            |         |
| Dutton, David R.                         |                    | Address on File                      |                    |          |            |       |            |         |
| DV International, Inc. dba Made Smart    |                    | 1000 university Ave W.               | #220               |          | St. Paul   | MN    | 55104      |         |
| Dwight, Jessica                          |                    | Address on File                      |                    |          |            |       |            |         |
| DWJ Print & Marketing Services, Inc.     |                    | PO Box 1314                          |                    |          | Lawndale   | CA    | 90260      |         |
| Dworak, Anthony J.                       |                    | Address on File                      |                    |          |            |       |            |         |
| Dwornik, Lauren K.                       |                    | Address on File                      |                    |          |            |       |            |         |
| Dwyer, Keith P.                          |                    | Address on File                      |                    |          |            |       |            |         |
| Dybas, Cristina                          |                    | Address on File                      |                    |          |            |       |            |         |
| DYCE, LLC                                |                    | 5150 Mae Anne Drive                  | Suite 405 PMB 1074 |          | Reno       | NV    | 89521      |         |
| Dyce, LLC                                |                    | 5150 Mae Anne Ave Suite 405 PMB 1074 |                    |          | Reno       | NV    | 89523      |         |
| Dyer, Erika                              |                    | Address on File                      |                    |          |            |       |            |         |
| Dyer, Nancy C.                           |                    | Address on File                      |                    |          |            |       |            |         |
| Dykema, Julie A.                         |                    | Address on File                      |                    |          |            |       |            |         |
| Dymond, Catheryn M.                      |                    | Address on File                      |                    |          |            |       |            |         |
| Dynegy Energy Services                   |                    | 6555 Sierra Drive                    |                    |          | Irving     | TX    | 75039      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                         | CreditorNoticeName                    | Address1                                | Address2                       | Address3 | City              | State | Zip    | Country |
|--------------------------------------|---------------------------------------|---|--------------------------------|----------|-------------------|-------|--------|---------|
| Dynegy Energy Services               |                                       | 27679 Network Place                     |                                |          | Chicago           | IL    | 60673  |         |
| Dynegy Energy Services LLC           | Gabriel R. Castro / Rumi Thompson     | 1925 West John Carpenter Freeway        |                                |          | IRVING            | TX    | 75063  |         |
| Dyrickeyo Johnson                    |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dyson, Chametrise R.                 |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dyson, Charik                        |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dyson, Pamela M.                     |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dyson, Vanessa                       |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dzielak, Dennis S.                   |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dzombar, Kathryn                     |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dzus, Christine                      |                                       | Address on File                         |                                |          |                   |       |        |         |
| Dzyuba, Ennesa K.                    |                                       | Address on File                         |                                |          |                   |       |        |         |
| EAGLE CREEK HOLDINGS, LLC            |                                       | 1625 Mid Valley Drive, Suite #1, PMB 84 |                                |          | Steamboat Springs | CO    | 80487  |         |
| Eagle Creek Holdings, LLC            |                                       | 1625 Mid Valley Drive                   | Suite 1, PMB 84                |          | Steamboat Springs | CO    | 84087  |         |
| Earl, Brayden                        |                                       | Address on File                         |                                |          |                   |       |        |         |
| Earl, Colby P.                       |                                       | Address on File                         |                                |          |                   |       |        |         |
| Earl, Leontine R.                    |                                       | Address on File                         |                                |          |                   |       |        |         |
| Earley-Oberrecht, Jessica            |                                       | Address on File                         |                                |          |                   |       |        |         |
| Earring, Martin A.                   |                                       | Address on File                         |                                |          |                   |       |        |         |
| Earth, LeAsia M.                     |                                       | Address on File                         |                                |          |                   |       |        |         |
| EARTHBAGS EXPORT PRIVATE LIMITED     |                                       | Shilpangan Unit 204                     | Block LB1, Sector 3, Salt Lake |          | Kolkata           | WB    | 700098 | India   |
| East Carroll Parish Sales Tax Fund   |                                       | P.O. Box 130                            |                                |          | Vidalia           | LA    | 71373  |         |
| East Coast Electric, Inc.            |                                       | 37 Main Street #5                       |                                |          | Reisterstown      | MD    | 21136  |         |
| East Feliciana Parish Sales Tax Fund |                                       | PO Box 397                              |                                |          | Clinton           | LA    | 70722  |         |
| Easter, Richard E.                   |                                       | Address on File                         |                                |          |                   |       |        |         |
| Easterling, Christina M.             |                                       | Address on File                         |                                |          |                   |       |        |         |
| Easterly, David                      |                                       | Address on File                         |                                |          |                   |       |        |         |
| Eastham, Chelsea                     |                                       | Address on File                         |                                |          |                   |       |        |         |
| Easton Gateway Prop Co, LLC          | c/o Steiner Real Estate Services, LLC | 4016 Townsfair Way, Suite 201           | Attn Lease Administration      |          | Columbus          | OH    | 43219  |         |
| Easton Gateway, LLC                  |                                       | L-3780                                  |                                |          | Columbus          | OH    | 43260  |         |
| Eaton, Jacob                         |                                       | Address on File                         |                                |          |                   |       |        |         |
| Eaton, Laura A.                      |                                       | Address on File                         |                                |          |                   |       |        |         |
| Eaton, Laura M.                      |                                       | Address on File                         |                                |          |                   |       |        |         |
| Eaves, Ninfa J.                      |                                       | Address on File                         |                                |          |                   |       |        |         |
| Ebbert, Marcia                       |                                       | Address on File                         |                                |          |                   |       |        |         |
| Eberle, Carol A.                     |                                       | Address on File                         |                                |          |                   |       |        |         |
| Ebert, Christopher N.                |                                       | Address on File                         |                                |          |                   |       |        |         |
| EC Design, LLC                       |                                       | 201 W Howard Lane                       |                                |          | Austin            | TX    | 78753  |         |
| eCapital Advisors LLC                |                                       | 7900 Xerxes Ave S Suite 1300            |                                |          | Bloomington       | MN    | 55431  |         |
| Eccleston, Joshua M.                 |                                       | Address on File                         |                                |          |                   |       |        |         |
| Echevarria, Allyson                  |                                       | Address on File                         |                                |          |                   |       |        |         |
| Echevarria, Emanuel                  |                                       | Address on File                         |                                |          |                   |       |        |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName | Address1                     | Address2                              | Address3 | City          | State | Zip        | Country |
|---|--------------------|------------------------------|---------------------------------------|----------|---------------|-------|------------|---------|
| Echevarria-Daughton, Timothy M.             |                    | Address on File              |                                       |          |               |       |            |         |
| Echo Global Logistics, Inc.                 |                    | 22168 Network Place          |                                       |          | Chicago       | IL    | 60673      |         |
| Echols, Carrie                              |                    | Address on File              |                                       |          |               |       |            |         |
| Echols, Shannon L.                          |                    | Address on File              |                                       |          |               |       |            |         |
| ECKER ENTERPRISE                            |                    | PO Box 348345                |                                       |          | Sacramento    | CA    | 95834      |         |
| Ecker Enterprise                            |                    | PO Box 186                   |                                       |          | Oakhurst      | NJ    | 07755      |         |
| Eckert, Jill                                |                    | Address on File              |                                       |          |               |       |            |         |
| Ecklund, Justin S.                          |                    | Address on File              |                                       |          |               |       |            |         |
| E-Cloth Inc.                                |                    | PO Box 812                   |                                       |          | Greenland     | NH    | 03840      |         |
| Ecodomo Llc                                 |                    | 630 E Diamond Ave Ste M      |                                       |          | Gaithersburg  | MD    | 20877-5336 |         |
| ECO-KIDS                                    |                    | 6316 J Richard Drive         | Ste C                                 |          | Raleigh       | NC    | 27617      |         |
| Eco-Kids Create LLC                         |                    | 6316 J Richard Dr            | Suite C                               |          | Raleigh       | NC    | 27617-4614 |         |
| Ecological Alliance, LLC                    | Vineet Dubey       | Custodio & Dubey LLP         | 445 S. Figueroa Street,<br>Suite 2520 |          | Los Angeles   | CA    | 90071      |         |
| EcoVadis Inc.                               |                    | 60 Broad Street              |                                       |          | New York      | NY    | 10004      |         |
| ECS Global Inc.                             |                    | 200 South Wacker Drive       | Suite 3100                            |          | Chicago       | IL    | 60606      |         |
| Ed Heben                                    |                    | Address on File              |                                       |          |               |       |            |         |
| Eddie Hale INC DBA WB<br>Container Service  |                    | 3931 Pioneer Rd              |                                       |          | Balch Springs | TX    | 75180      |         |
| Ediger, Katherine                           |                    | Address on File              |                                       |          |               |       |            |         |
| Edington, Hannah R.                         |                    | Address on File              |                                       |          |               |       |            |         |
| Edmar Corporation dba Bissell<br>Commercial |                    | 100 Armstrong Road-Suite 101 |                                       |          | Plymouth      | MA    | 02360      |         |
| Edmondson, Efia S.                          |                    | Address on File              |                                       |          |               |       |            |         |
| Edouard, Valerie S.                         |                    | Address on File              |                                       |          |               |       |            |         |
| Edstrom, Anna G.                            |                    | Address on File              |                                       |          |               |       |            |         |
| Edstrom, Sara M.                            |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards Jr., Dan                            |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Brittanie A.                       |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Destiny                            |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, James                              |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Kahlil                             |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Linda A.                           |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Loren                              |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Nile M.                            |                    | Address on File              |                                       |          |               |       |            |         |
| Edwards, Robert P.                          |                    | Address on File              |                                       |          |               |       |            |         |
| EEBOO CORPORATION                           |                    | 170 W 74th St                |                                       |          | New York      | NY    | 10023      |         |
| EFL Global LLC                              |                    | 1500 NW 97 Ave.              |                                       |          | Miami         | FL    | 33172      |         |
| Efrain Taboada                              |                    | Address on File              |                                       |          |               |       |            |         |
| Eggers, Breanna                             |                    | Address on File              |                                       |          |               |       |            |         |
| Eiattar, Ashraf M.                          |                    | Address on File              |                                       |          |               |       |            |         |
| Eichelberger, Tracy                         |                    | Address on File              |                                       |          |               |       |            |         |
| Eichenlaub, Nicole                          |                    | Address on File              |                                       |          |               |       |            |         |
| Eight Days LLC                              |                    | 5016 N 139 Avenue            |                                       |          | Omaha         | NE    | 68164      |         |
| Eileen Adkins                               |                    | Address on File              |                                       |          |               |       |            |         |
| Eileen T. Licitri                           |                    | Address on File              |                                       |          |               |       |            |         |
| Eileen Wallace                              |                    | Address on File              |                                       |          |               |       |            |         |
| Eileen Wallace                              |                    | Address on File              |                                       |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                   | CreditorNoticeName | Address1  | Address2                           | Address3  | City             | State | Zip        | Country |
|--|--------------------|---|------------------------------------|-----------|------------------|-------|------------|---------|
| Eisenhauer, Krista L.                          |                    | Address on File   |                                    |           |                  |       |            |         |
| Eisenhauer, Robert W.                          |                    | Address on File   |                                    |           |                  |       |            |         |
| Eisenkop, Ben                                  |                    | Address on File   |                                    |           |                  |       |            |         |
| EISHO Co., Ltd.                                |                    | B502 Innovation Bldg,<br>Information                        | Industry Garden, Chao<br>Yang Road |           | Guilin, Guangxi  |       | 541004     | China   |
| Ejaz, Manahil                                  |                    | Address on File   |                                    |           |                  |       |            |         |
| Ekka International CO. LTD. dba<br>Joyware Inc |                    | 2110 W. 35th St.  | 1st Floor                          |           | Chicago          | IL    | 60609      |         |
| EKKA INTERNATIONAL CO.LTD<br>DBA JOYWARE INC   |                    | 2110 W 35th St, 1st Floor<br>4205 SW High Meadows<br>Avenue |                                    |           | CHICAGO          | IL    | 60608      |         |
| EKO DEVELOPMENT LTD.                           |                    | Flat 1013-1015, R&F Profit<br>Plaza                         | No. 76 Huangpu Ave West            | Guangzhou | Guangdong        |       | 510623     | China   |
| Ekpo, Iniobong G.                              |                    | Address on File   |                                    |           |                  |       |            |         |
| Ekue, Adade J.                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Ekue, Dede A.                                  |                    | Address on File   |                                    |           |                  |       |            |         |
| El Paso County                                 |                    | P.O. Box 2018   |                                    |           | Colorado Springs | CO    | 80901      |         |
| El Souessy, Omar M.                            |                    | Address on File   |                                    |           |                  |       |            |         |
| ELAKAI, LTD                                    |                    | One Visions Parkway   |                                    |           | Celina           | OH    | 45822      |         |
| Elakai, LTD                                    |                    | 149 Harvest Drive   |                                    |           | Coldwater        | OH    | 45828      |         |
| Elasticsearch Inc.                             |                    | 800 W El Camino Real  | Suite 350                          |           | Mountain View    | CA    | 94040      |         |
| Elavon, Inc.                                   |                    | SDS-12-2895   | P.O. Box 86                        |           | Minneapolis      | MN    | 55486-2895 |         |
| Elawany, Sarah                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Eldridge, Kristofeur A.                        |                    | Address on File   |                                    |           |                  |       |            |         |
| Eldridge, Margaret A.                          |                    | Address on File   |                                    |           |                  |       |            |         |
| Eldridge, Stephen                              |                    | Address on File   |                                    |           |                  |       |            |         |
| Element Designs, Inc                           |                    | 7107 Logistics Lane   | Suite 101                          |           | Fort Mill        | SC    | 29715      |         |
| Elfa - Sweden                                  |                    | Sodra Tullgatan 3   |                                    |           | Malmo            |       | SE-211 40  | Sweden  |
| ELFA INTERNATIONAL AB                          |                    | Elfagatan 5   |                                    |           | Vastervik        |       | SE-593 87  | Sweden  |
| ELFA INTERNATIONAL AB                          |                    | Lilla Nygatan 7   |                                    |           | Malmo            |       | SE-211 38  | Sweden  |
| Elfaki, Hamid                                  |                    | Address on File   |                                    |           |                  |       |            |         |
| Elfaki, Raniah                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Elhassan, Musab                                |                    | Address on File   |                                    |           |                  |       |            |         |
| Elia, Esther                                   |                    | Address on File   |                                    |           |                  |       |            |         |
| Elian, Asher                                   |                    | Address on File   |                                    |           |                  |       |            |         |
| Elias, Arianna                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Eline Isaacson                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| ELISABETH A CRUICKSHANK                        |                    | Address on File   |                                    |           |                  |       |            |         |
| Elise B. Hoffman                               |                    | Address on File   |                                    |           |                  |       |            |         |
| Elizabeth Cases                                |                    | Address on File   |                                    |           |                  |       |            |         |
| Elizabeth E. Marsala                           |                    | Address on File   |                                    |           |                  |       |            |         |
| Elizabeth Kilberg                              |                    | Address on File   |                                    |           |                  |       |            |         |
| ELIZABETH MCGEE                                |                    | Address on File   |                                    |           |                  |       |            |         |
| ELIZABETH MOND                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Elizondo, Daniel A.                            |                    | Address on File   |                                    |           |                  |       |            |         |
| Elkins, Ely J.                                 |                    | Address on File   |                                    |           |                  |       |            |         |
| Elkins, Kelly F.                               |                    | Address on File   |                                    |           |                  |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                 | CreditorNoticeName | Address1                       | Address2  | Address3 | City                | State | Zip   | Country |
|--|--------------------|--------------------------------|-----------|----------|---------------------|-------|-------|---------|
| Ella Perry                                   |                    | Address on File                |           |          |                     |       |       |         |
| Ellen Park                                   |                    | Address on File                |           |          |                     |       |       |         |
| Eller, Janie                                 |                    | Address on File                |           |          |                     |       |       |         |
| Eller, Katie L.                              |                    | Address on File                |           |          |                     |       |       |         |
| Ellett, Kelsey                               |                    | Address on File                |           |          |                     |       |       |         |
| Ellin, Heather                               |                    | Address on File                |           |          |                     |       |       |         |
| Ellingson, Jack R.                           |                    | Address on File                |           |          |                     |       |       |         |
| Elliott, Abigail E.                          |                    | Address on File                |           |          |                     |       |       |         |
| Elliott, Hayley S.                           |                    | Address on File                |           |          |                     |       |       |         |
| Elliott, Macy M.                             |                    | Address on File                |           |          |                     |       |       |         |
| Elliott, Susan B.                            |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Austen                                |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Joshua D.                             |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Katherine D.                          |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, London C.                             |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Susan M.                              |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Taylor M.                             |                    | Address on File                |           |          |                     |       |       |         |
| Ellis, Victoria A.                           |                    | Address on File                |           |          |                     |       |       |         |
| ELM EDUCATION MARKETING, LLC DBA WORDTEASERS |                    | P.O. Box 1141                  |           |          | Manahttan Beach     | CA    | 90266 |         |
| ELM Education Mktg LLC, dba WordTeasers      |                    | PO Box 1141                    |           |          | Manhattan Beach     | CA    | 90266 |         |
| Elola, Aicha                                 |                    | Address on File                |           |          |                     |       |       |         |
| Eloms, Joy J.                                |                    | Address on File                |           |          |                     |       |       |         |
| Elsmore, Patricia                            |                    | Address on File                |           |          |                     |       |       |         |
| Elsperger, Joesph                            |                    | Address on File                |           |          |                     |       |       |         |
| Elston, Venezia                              |                    | Address on File                |           |          |                     |       |       |         |
| Elum Designs, Inc.                           |                    | 8969 Kenamar Drive Suite 113   |           |          | San Diego           | CA    | 92121 |         |
| Elverstedt, Joel                             |                    | Address on File                |           |          |                     |       |       |         |
| Elzbieta Skrobiszott                         |                    | Address on File                |           |          |                     |       |       |         |
| Email on Acid, LLC                           |                    | 112 E Pecan Street, Suite 1135 |           |          | San Antonio         | TX    | 78205 |         |
| EMBER TECHNOLOGIES, INC                      |                    | 31416 Agoura Road, Suite 205   |           |          | Westlake Village    | CA    | 91361 |         |
| Ember Technologies, Inc.                     |                    | 4607 Lakeview Canyon Road #500 |           |          | Westlake Village    | CA    | 91361 |         |
| Embrey, Leah                                 |                    | Address on File                |           |          |                     |       |       |         |
| EMC Corporation                              |                    | 4246 Collection Center Drive   |           |          | Chicago             | IL    | 60693 |         |
| Emerald X, LLC                               |                    | 31910 Del Obispo Street        | Suite 200 |          | San Juan Capistrano | CA    | 92675 |         |
| Emeric, Brandon                              |                    | Address on File                |           |          |                     |       |       |         |
| Emerson, Lindsay                             |                    | Address on File                |           |          |                     |       |       |         |
| Emerson, Shamara                             |                    | Address on File                |           |          |                     |       |       |         |
| Emig, Paul E.                                |                    | Address on File                |           |          |                     |       |       |         |
| Emily Christopher LLC (DBA Neat Method)      |                    | Address on File                |           |          |                     |       |       |         |
| Emily Clay                                   |                    | Address on File                |           |          |                     |       |       |         |
| Emily Grindell dba Calm for Clutter          |                    | Address on File                |           |          |                     |       |       |         |
| Emily Peters                                 |                    | Address on File                |           |          |                     |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName                       | Address1                                  | Address2            | Address3 | City              | State | Zip        | Country |
|--|--|---|---------------------|----------|-------------------|-------|------------|---------|
| Emily Sarche                             |  | Address on File                           |                     |          |                   |       |            |         |
| Emmaley Otis                             | dba Emmaley Otis, LLC                    | Address on File                           |                     |          |                   |       |            |         |
| Emmert, Mackenzie K.                     |  | Address on File                           |                     |          |                   |       |            |         |
| Emmett Rodriguez                         |  | Address on File                           |                     |          |                   |       |            |         |
| Emmons, Christina M.                     |  | Address on File                           |                     |          |                   |       |            |         |
| Emory, Antonio W.                        |  | Address on File                           |                     |          |                   |       |            |         |
| Employbridge Holding Company             |  | 1507 LBJ Freeway Suite 400                |                     |          | Farmers Branch    | TX    | 75234      |         |
| Enamorado, Irene I.                      |  | Address on File                           |                     |          |                   |       |            |         |
| Enbridge Gas Ohio                        |  | P.O. Box 26785                            |                     |          | Richmond          | VA    | 23261-6785 |         |
| Enbridge Gas Ohio                        |  | 915 North Eldridge Parkway,<br>Suite 1100 |                     |          | Houston           | TX    | 77079      |         |
| Enders, Candice A.                       |  | Address on File                           |                     |          |                   |       |            |         |
| Endito, Tawny                            |  | Address on File                           |                     |          |                   |       |            |         |
| Endurance American Insurance Company     | Attn Legal                               | 1221 Avenue of the Americas<br>18th Floor |                     |          | New York          | NY    | 10022      |         |
| Endurance Assurance Corporation          |  | 4 Manhattanville Road Floor 3             |                     |          | Purchase          | NY    | 10577      |         |
| EnergyRx Consulting, LLC dba Neat Method |  | 769 Tillis Place                          |                     |          | Las Vegas         | NV    | 89138      |         |
| EnerSys Delaware Inc.                    |  | 1604 Solutions Center                     |                     |          | Chicago           | IL    | 60677      |         |
| Eng, Foung Y.                            |  | Address on File                           |                     |          |                   |       |            |         |
| Engie Insight Services Inc.              |  | 1313 N Atlantic Street                    | Suite 5000          |          | Spokane           | WA    | 99210      |         |
| Englert, Marcie                          |  | Address on File                           |                     |          |                   |       |            |         |
| Enke, Donna A.                           |  | Address on File                           |                     |          |                   |       |            |         |
| Entek                                    |  | 5177 Bellewood Court                      | Suite A             |          | Buford            | GA    | 30518      |         |
| Entergy Arkansas, Inc.                   | Entergy Corporation                      | 639 Loyola Avenue                         |                     |          | New Orleans       | LA    | 70113      |         |
| Entergy Arkansas, Inc.                   |  | P.O. Box 551                              |                     |          | Little Rock       | AR    | 72203      |         |
| Entergy Arkansas, Inc.                   |  | PO BOX 8101                               |                     |          | BATON ROUGE       | LA    | 70891-8101 |         |
| Entergy Texas, Inc.                      | Entergy Corporation                      | 639 Loyola Avenue                         |                     |          | New Orleans       | LA    | 70113      |         |
| Entergy Texas, Inc.                      |  | PO BOX 8104                               |                     |          | BATON ROUGE       | LA    | 70891-8104 |         |
| Entrust One Facility Services Inc.       |  | 11142 Shady Trail                         |                     |          | Dallas            | TX    | 75229      |         |
| Eoff, Emily                              |  | Address on File                           |                     |          |                   |       |            |         |
| Epax Systems Inc.                        |  | 14641 Arminta Street                      |                     |          | Panorama City     | CA    | 91402      |         |
| Epebinu, Ligaya                          |  | Address on File                           |                     |          |                   |       |            |         |
| Epiphany Dermatology                     |  | 7300 Ranch Rd 2222                        | Building 1, Ste 200 |          | Austin            | TX    | 78730      |         |
| EPOCA INTERNATIONAL, INC.                |  | 931 Clint Moore Road                      |                     |          | Boca Raton        | FL    | 33487      |         |
| Epoca International, Inc.                |  | 851 Broken Sound Pkwy Nw                  | #110                |          | Boca Raton        | FL    | 33487      |         |
| Eppig, Todd M.                           |  | Address on File                           |                     |          |                   |       |            |         |
| Epps, Faith                              |  | Address on File                           |                     |          |                   |       |            |         |
| Epsilon Data Management, LLC             |  | 3100 Easton Square Place                  |                     |          | Columbus          | OH    | 43219      |         |
| Equiniti Trust Company, LLC              |  | 6201 15th Ave                             |                     |          | Brooklyn          | NY    | 11219      |         |
| Equipment Depot Texas, Inc               |  | 16330 Air Center Blvd.                    |                     |          | Houston           | TX    | 77032      |         |
| Equitable IP Corporation                 |  | 356 Greenwood Court                       |                     |          | Villanova         | PA    | 19085      |         |
| Equity One (Northeast Portfolio), Inc.   | Cole Schotz Meisel Forman & Leonard P.A. | Attn Richard Abramson, Esq.               | 25 Main Street      |          | Hackensack        | NJ    | 07601      |         |
| Equity One (Northeast Portfolio), Inc.   |  | 1600 NE Miami Gardens Drive               |                     |          | North Miami Beach | FL    | 33179      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName                | Address1                    | Address2                      | Address3 | City              | State | Zip        | Country      |
|---|-----------------------------------|-----------------------------|-------------------------------|----------|-------------------|-------|------------|--------------|
| Equity One (Northeast Portfolio), Inc.    |                                   | 650 Fifth Avenue            |                               |          | New York          | NY    | 10019      |              |
| Equity One (Northeast Portfolio), Inc.    |                                   | 410 Park Avenue             |                               |          | New York          | NY    | 10022      |              |
| Erazo, Angel                              |                                   | Address on File             |                               |          |                   |       |            |              |
| Erazo, Fernando                           |                                   | Address on File             |                               |          |                   |       |            |              |
| Erdelt, Charlotte R.                      |                                   | Address on File             |                               |          |                   |       |            |              |
| Erdmann, Erika A.                         |                                   | Address on File             |                               |          |                   |       |            |              |
| Eric Beare Associates Ltd.                |                                   | 857 South Road              |                               |          | Belmont           | CA    | 94002      |              |
| ERIC BEARE ASSOCIATES, LTD                |                                   | 4/F, No.3 Yuk Yat Street,   | Kowloon                       |          | Hong Kong         |       | 0000       | China        |
| ERIC BEARE ASSOCIATES, LTD                |                                   | NA                          |                               |          | Johannesburg      |       | 2096       | South Africa |
| Eric Ciampoli Industrial Consultants, Inc |                                   | 220 Highpoint Ave           |                               |          | Weehawken         | NJ    | 07086-5542 |              |
| Erica Abrams LLC                          |                                   | Address on File             |                               |          |                   |       |            |              |
| Erica Andeweg                             |                                   | Address on File             |                               |          |                   |       |            |              |
| Erickson, Brooke                          |                                   | Address on File             |                               |          |                   |       |            |              |
| Eriksen, Bret A.                          |                                   | Address on File             |                               |          |                   |       |            |              |
| Erin Crew                                 |                                   | Address on File             |                               |          |                   |       |            |              |
| ERIN PETTY                                |                                   | Address on File             |                               |          |                   |       |            |              |
| Erk, Pamela J.                            |                                   | Address on File             |                               |          |                   |       |            |              |
| Erlenmeyer, Suzanne M.                    |                                   | Address on File             |                               |          |                   |       |            |              |
| Ermer, Danta D.                           |                                   | Address on File             |                               |          |                   |       |            |              |
| Ernest, Dennis                            |                                   | Address on File             |                               |          |                   |       |            |              |
| Ernst & Young LLP                         | Albert Garza                      | Wachovia-Dallas 951460      | P.O. Box 951460               |          | Dallas            | TX    | 75395-1460 |              |
| Ernst & Young LLP                         | PNC Bank C/O Ernst & Young US LLP | P.O. Box 773712             |                               |          | Chicago           | IL    | 60677-3712 |              |
| Ernst & Young LLP                         |                                   | NW 6264                     | PO Box 1450                   |          | Minneapolis       | MN    | 55485-6264 |              |
| Ernst & Young LLP                         |                                   | 3712 Solutions Center       |                               |          | Chicago           | IL    | 60677-3007 |              |
| Ernst, Madison P.                         |                                   | Address on File             |                               |          |                   |       |            |              |
| Erskine, Stephen L.                       |                                   | Address on File             |                               |          |                   |       |            |              |
| Escalante, Carlos A.                      |                                   | Address on File             |                               |          |                   |       |            |              |
| Escalante, Maria E.                       |                                   | Address on File             |                               |          |                   |       |            |              |
| Escamilla, Cristabel E.                   |                                   | Address on File             |                               |          |                   |       |            |              |
| Escobar, Branden J.                       |                                   | Address on File             |                               |          |                   |       |            |              |
| Escobar, Danny                            |                                   | Address on File             |                               |          |                   |       |            |              |
| Escobar, Juan                             |                                   | Address on File             |                               |          |                   |       |            |              |
| Escobar, Marcus                           |                                   | Address on File             |                               |          |                   |       |            |              |
| Escobedo I, Ivette A.                     |                                   | Address on File             |                               |          |                   |       |            |              |
| Escuela Shopping Center                   | Leasing/Legal                     | c/o Regency Centers         | One Independent Dr, Suite 114 |          | Jacksonville      | FL    | 32202-5019 |              |
| Escuela Shopping Center, LLC              |                                   | 1600 N.E. Miami Gardens Dr. |                               |          | North Miami Beach | FL    | 33179      |              |
| eSite Analytics, Inc.                     |                                   | 528 Johnnie Dodds Blvd.,    | Suite 201                     |          | Mount Pleasant    | SC    | 29464      |              |
| Eskridge, Shavontae                       |                                   | Address on File             |                               |          |                   |       |            |              |
| Esparza Jr., Ricky R.                     |                                   | Address on File             |                               |          |                   |       |            |              |
| Esparza, Adam                             |                                   | Address on File             |                               |          |                   |       |            |              |
| Esparza, Alondra                          |                                   | Address on File             |                               |          |                   |       |            |              |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName  | Address1                  | Address2                            | Address3 | City          | State | Zip        | Country |
|--------------------------------------|---------------------|---------------------------|-------------------------------------|----------|---------------|-------|------------|---------|
| Esparza, Peter                       |                     | Address on File           |                                     |          |               |       |            |         |
| Esparza, Roland G.                   |                     | Address on File           |                                     |          |               |       |            |         |
| Espina, Ariellie                     |                     | Address on File           |                                     |          |               |       |            |         |
| Espinosa Zavala, Maria Belen         |                     | Address on File           |                                     |          |               |       |            |         |
| Espinoza, Gabriel                    | Evan J. Smith, Esq. | Law Offices Brodsky Smith | 9465 Wilshire Blvd., Ste 300        |          | Beverly Hills | CA    | 90212      |         |
| Espiritu, Derek K.                   |                     | Address on File           |                                     |          |               |       |            |         |
| Esquivel, Juan C.                    |                     | Address on File           |                                     |          |               |       |            |         |
| Esson, Bokassia                      |                     | Address on File           |                                     |          |               |       |            |         |
| EST BARBARA ANN WAGGONER             |                     | Address on File           |                                     |          |               |       |            |         |
| ESTABLISHED BRANDS DBA DESIGNLOOP    |                     | 5850 Opus Pkwy            | Ste 250                             |          | Minnetonka    | MN    | 55343      |         |
| Established Brands, Inc              |                     | 5850 Opus Parkway         | Suite 250                           |          | Minnetonka    | MN    | 55343      |         |
| ESTAIRE SCHACHTER                    |                     | Address on File           |                                     |          |               |       |            |         |
| Estee Lauder Companies               |                     | 7 Corporate Center Dr.    | Attn Matthew Koenig JHL AP          |          | Melville      | NY    | 11747      |         |
| Estes, Maria Elisa F.                |                     | Address on File           |                                     |          |               |       |            |         |
| Estrada Jr., Alejandro               |                     | Address on File           |                                     |          |               |       |            |         |
| Estrada, Jair E.                     |                     | Address on File           |                                     |          |               |       |            |         |
| Estrada, Juan R.                     |                     | Address on File           |                                     |          |               |       |            |         |
| Estrada, Mateo                       |                     | Address on File           |                                     |          |               |       |            |         |
| Etherton, Kimberly K.                |                     | Address on File           |                                     |          |               |       |            |         |
| Etka, Andrea P.                      |                     | Address on File           |                                     |          |               |       |            |         |
| Ettitude Holdings, Inc.              |                     | 3037 11th Ave             |                                     |          | Los Angeles   | CA    | 90018      |         |
| Ettner, Joseph                       |                     | Address on File           |                                     |          |               |       |            |         |
| Eurglunes, Jacob                     |                     | Address on File           |                                     |          |               |       |            |         |
| Euro Style, Inc                      |                     | 2175 East Francisco Blvd. |                                     |          | San Rafael    | CA    | 94901      |         |
| Eurofins Assurance Hong Kong Limited |                     | Room 808, 8/F, CEO Tower  | 77 Wing Hong Street, Cheung Sha Wan |          | Kowloon       |       | 999077     | China   |
| Evancho, Timothy A.                  |                     | Address on File           |                                     |          |               |       |            |         |
| Evangeline Parish Tax Commission     |                     | P.O. Box 367              |                                     |          | Ville Platte  | LA    | 70586-0367 |         |
| Evans II, Brian T.                   |                     | Address on File           |                                     |          |               |       |            |         |
| Evans III, Robert N.                 |                     | Address on File           |                                     |          |               |       |            |         |
| Evans Sr., Joshua                    |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Abigail L.                    |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Alexander                     |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Amy G.                        |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Erin                          |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, John T.                       |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Maiya L.                      |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Matthew T.                    |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Miller                        |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Montana A.                    |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Tammy                         |                     | Address on File           |                                     |          |               |       |            |         |
| Evans, Timothy J.                    |                     | Address on File           |                                     |          |               |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName | Address1                                      | Address2                     | Address3 | City           | State | Zip        | Country        |
|--|--------------------|---|------------------------------|----------|----------------|-------|------------|----------------|
| EVARICH INTERNATIONAL ENTERPRISE CO., LTD. |                    | 7F-1, No.698, Sec. 4, Wenxin Rd., Beitun Dist |                              |          | Taichung City  |       | 40651      | Taiwan         |
| EVELYN DORSEY JOHNSTON                     |                    | Address on File                               |                              |          |                |       |            |                |
| Evelyn Nelson                              |                    | Address on File                               |                              |          |                |       |            |                |
| Evenson, Kirstin A.                        |                    | Address on File                               |                              |          |                |       |            |                |
| Everbank Commercial Finance, Inc.          |                    | 10 Waterview Blvd                             |                              |          | Parsippany     | NJ    | 07054      |                |
| Everbrand Sweden AB                        |                    | Agardsvagen 4                                 |                              |          | Hillerstorp    |       | 33573      | Sweden         |
| Everbridge, Inc.                           |                    | PO Box 92506                                  |                              |          | Las Vegas      | NV    | 89193      |                |
| Evergreen Shipping Agency (America) Corp   |                    | 16000 Dallas Pkwy                             |                              |          | Dallas         | TX    | 75248      |                |
| Evergy KS MO Metro MO West                 |                    | 1200 Main St                                  |                              |          | Kansas City    | MO    | 64105      |                |
| Evergy KS MO Metro MO West                 |                    | P.O. Box 219330                               |                              |          | Kansas City    | MO    | 64121-9330 |                |
| EVERLASTING CANDLE CO. CORP                |                    | 36-45500 Campus Drive                         |                              |          | Chilliwack     | BC    | V2R6E9     | Canada         |
| Evermill Inc.                              |                    | 578 Washington Blvd                           | #838                         |          | Marina Del Rey | CA    | 90292      |                |
| Eversource Energy                          |                    | 247 Station Drive                             |                              |          | Westwood       | MA    | 02090      |                |
| Eversource Energy                          |                    | PO Box 56007                                  |                              |          | Boston         | MA    | 02205-6007 |                |
| Everything Has Its Place LLC               |                    | 125 E 13th Street #804                        |                              |          | Chicago        | IL    | 60605      |                |
| Evolutio PS, LLC                           |                    | 167 North Green St                            | 4th Floor                    |          | Chicago        | IL    | 60607      |                |
| Evolution Management + Marketing           |                    | 14622 Ventura Blvd                            | #2007                        |          | Sherman Oaks   | CA    | 91403      |                |
| Evriholder Prodcuts LLC                    | Honeylyn Chang     | 975 West Imperial Highway Suite 100           |                              |          | BREA           | CA    | 92821      |                |
| Evriholder Products, Inc                   |                    | 1530 S Lewis Street                           |                              |          | Anaheim        | CA    | 92806      |                |
| EVRIHOLDER PRODUCTS, LLC.                  |                    | 1500 S Lewis Street                           |                              |          | Anaheim        | CA    | 92805      |                |
| EVRIHOLDER PRODUCTS, LLC.                  |                    | 975 W Imperial Hwy                            |                              |          | Brea           | CA    | 92821      |                |
| EVRIHOLDER PRODUCTS, LLC.                  |                    | 1500 S Lewis Street                           |                              |          | Brea           | CA    | 92821      |                |
| Ewing, Rachel A.                           |                    | Address on File                               |                              |          |                |       |            |                |
| Exaclair Inc.                              |                    | 143 West 29th Street                          | Suite 1000                   |          | New York       | NY    | 10001      |                |
| Exact Automation                           |                    | 911 S. Hawthorne Ave                          |                              |          | Elmhurst       | IL    | 60126      |                |
| Exeqpath                                   |                    | 321 SW 187th Avenue                           |                              |          | Pembroke Pines | FL    | 33029      |                |
| ExlService Holdings, Inc.                  |                    | 320 Park Avenue, 29th Floor                   |                              |          | New York       | NY    | 10022      |                |
| Experian Marketing Solutions, LLC          |                    | P.O. Box 881971                               |                              |          | Los Angeles    | CA    | 90088-1971 |                |
| Expert Apparel Manufacturing, Inc.         |                    | 3824 CEDAR SPRINGS ROAD, SUITE 643            |                              |          | DALLAS         | TX    | 75219      |                |
| Expo Design                                |                    | 105-A Glen Street                             |                              |          | Glen Cove      | NY    | 11542      |                |
| EXPO DESIGN, INC.                          |                    | 1 Garvies Point RD                            |                              |          | Glen Cove      | NY    | 11542      |                |
| Eyiti, Richard Y.                          |                    | Address on File                               |                              |          |                |       |            |                |
| ezCater, Inc                               |                    | 40 Water St, 5th Floor                        |                              |          | Boston         | MA    | 02109      |                |
| F & H GROUP USA INC                        |                    | 41 Madison Avenue                             | 19th Floor                   |          | New York       | NY    | 10010      |                |
| F C Brown (Steel Equipment) Limited        |                    | Caswell Way                                   | Reevesland Industrial Estate |          | Newport, GWENT |       | NP194PW    | United Kingdom |
| F&H Group USA Inc.                         |                    | 41 Madison                                    |                              |          | New York       | NY    | 10010      |                |
| F&M Tool and Plastics, Inc.                |                    | 175 Pioneer Dr                                |                              |          | Leominster     | MA    | 01453      |                |
| Fabian, Lance K.                           |                    | Address on File                               |                              |          |                |       |            |                |
| Fabian, Paola J.                           |                    | Address on File                               |                              |          |                |       |            |                |
| Fabiani, Roxanne V.                        |                    | Address on File                               |                              |          |                |       |            |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                          | CreditorNoticeName            | Address1                               | Address2               | Address3 | City           | State | Zip        | Country |
|---------------------------------------|-------------------------------|--|------------------------|----------|----------------|-------|------------|---------|
| FABLE PETS, INC                       |                               | 150 Rivington St.                      | #4H                    |          | New York       | NY    | 10002      |         |
| Fable Pets, Inc.                      |                               | 416 West 52nd Street 307               |                        |          | New York       | NY    | 10019      |         |
| Facarile, Thomas                      |                               | Address on File                        |                        |          |                |       |            |         |
| Facility Solutions Group, Inc.        |                               | PO Box 674491                          |                        |          | Dallas         | TX    | 75267      |         |
| Facility Solutions Group, Inc.        |                               | P.O. BOX 200942                        |                        |          | Dallas         | TX    | 75320-0942 |         |
| Fadell, Mary J.                       |                               | Address on File                        |                        |          |                |       |            |         |
| Fagan, Maren                          |                               | Address on File                        |                        |          |                |       |            |         |
| Fagan, Tracy                          |                               | Address on File                        |                        |          |                |       |            |         |
| Failor, Deborah A.                    |                               | Address on File                        |                        |          |                |       |            |         |
| Fair Jr., Don R.                      |                               | Address on File                        |                        |          |                |       |            |         |
| Fair Oaks & Union, LLC                |                               | 1683 Walnut Grove Ave                  |                        |          | Rosemead       | CA    | 91770-3711 |         |
| Fair Oaks/ Union, LLC                 | Donna Chen                    | 1510 Oxley Street                      | Suite A                |          | South Pasadena | CA    | 91030      |         |
| Fair Oaks/Union, LLC                  | Patricia Pringgosusanto       | c/o CFT Developments, LLC              | 1683 Walnut Grove Ave  |          | Rosemead       | CA    | 91770-3711 |         |
| Fairfax Water - VA                    |                               | PO Box 5008                            |                        |          | Merrifield     | VA    | 22116-5008 |         |
| Fairfax Water - VA                    |                               | 8570 Executive Park Ave.               |                        |          | Fairfax        | VA    | 22031      |         |
| Fairway Supply                        |                               | 6621 N Beltline Road                   | Suite 130              |          | Irving         | TX    | 75063      |         |
| Faison, Frederick G.                  |                               | Address on File                        |                        |          |                |       |            |         |
| Fajardo Michels, Sophia R.            |                               | Address on File                        |                        |          |                |       |            |         |
| Fakhori, Eman                         |                               | Address on File                        |                        |          |                |       |            |         |
| Falcofsky, Sheryl R.                  |                               | Address on File                        |                        |          |                |       |            |         |
| Falke, Rhian                          |                               | Address on File                        |                        |          |                |       |            |         |
| Falls, Kyle                           |                               | Address on File                        |                        |          |                |       |            |         |
| Family Life Academy Charter School    |                               | 316 E 165th St                         |                        |          | Bronx          | NY    | 10456-6009 |         |
| Fance, Shyanna                        |                               | Address on File                        |                        |          |                |       |            |         |
| Farabee, Joy                          |                               | Address on File                        |                        |          |                |       |            |         |
| Fargnoli IV, John V.                  |                               | Address on File                        |                        |          |                |       |            |         |
| Farias, Cassandra A.                  |                               | Address on File                        |                        |          |                |       |            |         |
| Faris, Gwynne E.                      |                               | Address on File                        |                        |          |                |       |            |         |
| FarmSteady                            |                               | 595 Dean Street Unit 1709              |                        |          | Brooklyn       | NY    | 11238      |         |
| Farnsworth, Addison                   |                               | Address on File                        |                        |          |                |       |            |         |
| Farr, Coleen M.                       |                               | Address on File                        |                        |          |                |       |            |         |
| Farrar, Andrea M.                     |                               | Address on File                        |                        |          |                |       |            |         |
| Farris, Audrey                        |                               | Address on File                        |                        |          |                |       |            |         |
| Farris, Natley J.                     |                               | Address on File                        |                        |          |                |       |            |         |
| Farris, Oliviyah W.                   |                               | Address on File                        |                        |          |                |       |            |         |
| Fashion Place Mega, LLC               |                               | SDS-12-2780                            | P.O. Box 86            |          | Minneapolis    | MN    | 55486      |         |
| Fashion Place, LLC                    | Attn Law/Lease Administration | c/o General Growth Properties, Inc.    | 110 North Wacker Drive |          | Chicago        | IL    | 60606      |         |
| Fashion Valley Mall, LLC              | c/o Simon Property Group      | 225 W. Washington St                   |                        |          | Indianapolis   | IN    | 46204-3438 |         |
| Fashion Valley Mall, LLC              |                               | 7007 Friars Rd                         | Suite 392              |          | San Diego      | CA    | 92108      |         |
| Fastabend, Afton M.                   |                               | Address on File                        |                        |          |                |       |            |         |
| FastCap                               |                               | 5016 Pacific Highway                   |                        |          | Ferndale       | WA    | 98248      |         |
| Fastenal Company                      |                               | P.O. Box 1286                          |                        |          | Winona         | MN    | 55987-1286 |         |
| Fasteners for Retail, Inc dba Siffron |                               | PO Box 932397                          |                        |          | Cleveland      | OH    | 44193      |         |
| Fatboy USA, LLC                       |                               | 875 West Sandy Lake Road,<br>Suite 100 |                        |          | Coppell        | TX    | 75019      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                               | CreditorNoticeName   | Address1                         | Address2                                 | Address3 | City               | State | Zip        | Country |
|--|----------------------|----------------------------------|--|----------|--------------------|-------|------------|---------|
| FATBOY USA, LLC                            |                      | 875 West Sandy Lake Road         |  |          | Coppell            | TX    | 75019      |         |
| Faulkner, Sarah M.                         |                      | Address on File                  |  |          |                    |       |            |         |
| Faust, Donna L.                            |                      | Address on File                  |  |          |                    |       |            |         |
| Fay, Adrienne L.                           |                      | Address on File                  |  |          |                    |       |            |         |
| Fayen, Edrean                              |                      | Address on File                  |  |          |                    |       |            |         |
| FC BRANDS LLC                              |                      | 131 W. 35th St. Suite 8          |  |          | New York           | NY    | 10001      |         |
| FC Brands LLC                              |                      | 131 W. 35th Street               | Suite 801                                |          | New York           | NY    | 10001      |         |
| FC Yonkers Associates, LLC                 | Attn General Counsel | c/o Forest City Ratner Companies | One MetroTech Center                     |          | Brooklyn           | NY    | 11201      |         |
| FDS USA INC                                |                      | 260 W 39th Street                | 9th Floor                                |          | New York           | NY    | 10018      |         |
| FDS USA INC                                |                      | 530 7th Ave                      | M1                                       |          | New York           | NY    | 10018      |         |
| FDS USA INC                                |                      | 777 S. Alameda St.               | 2nd Floor                                |          | Los Angeles        | CA    | 90021      |         |
| FDS USA INC                                |                      | 260 W 39th St                    | 9th Flr                                  |          | New York           | NY    | 10018      |         |
| Feao II, Sione B.                          |                      | Address on File                  |  |          |                    |       |            |         |
| Fearance, Sierra                           |                      | Address on File                  |  |          |                    |       |            |         |
| Featherston, Jovany                        |                      | Address on File                  |  |          |                    |       |            |         |
| Featherstone, Erika                        |                      | Address on File                  |  |          |                    |       |            |         |
| FEDChex, LLC                               |                      | 27042 Towne Centre Drive         | Suite 150                                |          | Foothill Ranch     | CA    | 92610      |         |
| Federal Insurance Company                  |                      | 202B Halls Mill Road             |  |          | Whitehouse Station | NJ    | 08889      |         |
| Federal Insurance Company                  |                      | 436 Walnut Street                |  |          | PHILADELPHIA       | PA    | 19106      |         |
| Federal Realty - Congressional Plaza Assoc |                      | Congressional Plaza (030-1080)   | Fed Real Invest Trust P.O. Box 8500-9320 |          | Philadelphia       | PA    | 19178-9320 |         |
| Federal Realty investment Trust            | Legal Department     | 909 Rose Ave., Suite 200         |  |          | North Bethesda     | MD    | 20852      |         |
| Federal Realty Investment Trust            |                      | 1626 East Jefferson Street       |  |          | Rockville          | MD    | 20852      |         |
| FEDERAL REALTY OP LP                       |                      | 909 Rose Avenue Suite 200        |  |          | North Bethesda     | MD    | 20852      |         |
| Fedex                                      | FedEx Corp           | POB 660481                       |  |          | Dallas             | TX    | 75266      |         |
| FedEx                                      |                      | PO Box 94515                     |  |          | Palatine           | IL    | 60094-4515 |         |
| Fedex                                      |                      | PO Box 371461                    |  |          | Pittsburgh         | PA    | 15250      |         |
| Fedex                                      |                      | Dept CH PO Box 10306             |  |          | Palatine           | IL    | 60055      |         |
| FedEX Freight                              |                      | PO Box 223125                    |  |          | Pittsburgh         | PA    | 15251-2125 |         |
| FedEX Freight                              |                      | Dept CH                          | P.O. Box 10306                           |          | Palatine           | IL    | 60055-0306 |         |
| Feeny IV, Charles B.                       |                      | Address on File                  |  |          |                    |       |            |         |
| Feeny, Isaac M.                            |                      | Address on File                  |  |          |                    |       |            |         |
| Feeser, Rachel M.                          |                      | Address on File                  |  |          |                    |       |            |         |
| Feilx, Miguel                              |                      | Address on File                  |  |          |                    |       |            |         |
| Felder USA                                 |                      | 2 Lukens Drive                   | Suite 300                                |          | New Castle         | DE    | 19720      |         |
| Feldman, Laura J.                          |                      | Address on File                  |  |          |                    |       |            |         |
| Felecia Hines                              |                      | Address on File                  |  |          |                    |       |            |         |
| Felice Jr., William A.                     |                      | Address on File                  |  |          |                    |       |            |         |
| Felicia Schimpf                            |                      | Address on File                  |  |          |                    |       |            |         |
| Felicia Talbert                            |                      | Address on File                  |  |          |                    |       |            |         |
| Feliciano Sr., Shawn C.                    |                      | Address on File                  |  |          |                    |       |            |         |
| Feliciano, Felicia                         |                      | Address on File                  |  |          |                    |       |            |         |
| Felita Cavette                             |                      | Address on File                  |  |          |                    |       |            |         |
| Felix, Laura H.                            |                      | Address on File                  |  |          |                    |       |            |         |
| Felix-Gabriel, Briana A.                   |                      | Address on File                  |  |          |                    |       |            |         |
| Felix-Hamilton, Sonya L.                   |                      | Address on File                  |  |          |                    |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1                  | Address2  | Address3 | City          | State | Zip        | Country |
|---------------------------------|--------------------|---------------------------|-----------|----------|---------------|-------|------------|---------|
| Feliz LA                        |                    | 11693 San Vicente Blvd    | Suite 158 |          | Los Angeles   | CA    | 90049      |         |
| Fellenz, Peter J.               |                    | Address on File           |           |          |               |       |            |         |
| Fellow Industries, Inc          |                    | 560 Alabama Street        |           |          | San Francisco | CA    | 94110      |         |
| FELLOW INDUSTRIES, INC.         |                    | 320 Florida Street        |           |          | San Francisco | CA    | 94110      |         |
| Feltz, Brianna                  |                    | Address on File           |           |          |               |       |            |         |
| Fenner, Angelena                |                    | Address on File           |           |          |               |       |            |         |
| Fenner, Jeremiah A.             |                    | Address on File           |           |          |               |       |            |         |
| Fenner, Marceil I.              |                    | Address on File           |           |          |               |       |            |         |
| Fenner, Sally A.                |                    | Address on File           |           |          |               |       |            |         |
| Fenton III, Lawrence W.         |                    | Address on File           |           |          |               |       |            |         |
| Fenton, Kaylee                  |                    | Address on File           |           |          |               |       |            |         |
| Fenty, Cheryl                   |                    | Address on File           |           |          |               |       |            |         |
| FENUGREEN LLC                   |                    | 5550 Sterrett Place       | STE 100   |          | Columbia      | MD    | 21044      |         |
| Fenugreen, LLC                  |                    | 9110 Red Branch Rd, Ste P |           |          | Columbia      | MD    | 21045      |         |
| Fenwick, Jasmine A.             |                    | Address on File           |           |          |               |       |            |         |
| Fenyves, Suzanne W.             |                    | Address on File           |           |          |               |       |            |         |
| Ferdues, Khandaker J.           |                    | Address on File           |           |          |               |       |            |         |
| Ferguson, Olivia                |                    | Address on File           |           |          |               |       |            |         |
| Fern, Cynthia A.                |                    | Address on File           |           |          |               |       |            |         |
| Fernandes, Gina                 |                    | Address on File           |           |          |               |       |            |         |
| Fernandez Jr., Edgar R.         |                    | Address on File           |           |          |               |       |            |         |
| Fernandez, Alma G.              |                    | Address on File           |           |          |               |       |            |         |
| Fernandez, Dalia L.             |                    | Address on File           |           |          |               |       |            |         |
| Fernandez, Lisa                 |                    | Address on File           |           |          |               |       |            |         |
| Fernandez, Maria G.             |                    | Address on File           |           |          |               |       |            |         |
| Fernandez, Marvin A.            |                    | Address on File           |           |          |               |       |            |         |
| FERNANDO VELASQUEZ              |                    | Address on File           |           |          |               |       |            |         |
| Fernando, Anya                  |                    | Address on File           |           |          |               |       |            |         |
| Ferrandino, Mary L.             |                    | Address on File           |           |          |               |       |            |         |
| Ferraro, Paige                  |                    | Address on File           |           |          |               |       |            |         |
| Ferre, Esther N.                |                    | Address on File           |           |          |               |       |            |         |
| Ferreira da Silva, Alexandre P. |                    | Address on File           |           |          |               |       |            |         |
| Ferrel, Christine M.            |                    | Address on File           |           |          |               |       |            |         |
| Ferrell, Jessica                |                    | Address on File           |           |          |               |       |            |         |
| Ferrell, Lacy V.                |                    | Address on File           |           |          |               |       |            |         |
| Ferrellgas                      |                    | P.O. Box 173940           |           |          | Denver        | CO    | 80217-3940 |         |
| Ferretis, Juan R.               |                    | Address on File           |           |          |               |       |            |         |
| Ferri III, John B.              |                    | Address on File           |           |          |               |       |            |         |
| Ferris, Evelina P.              |                    | Address on File           |           |          |               |       |            |         |
| Ferris, Leslie S.               |                    | Address on File           |           |          |               |       |            |         |
| Ferrufino, Jose                 |                    | Address on File           |           |          |               |       |            |         |
| Fette, Brian E.                 |                    | Address on File           |           |          |               |       |            |         |
| Fetterolf, Debra S.             |                    | Address on File           |           |          |               |       |            |         |
| Fetters, Tyler                  |                    | Address on File           |           |          |               |       |            |         |
| Feurtado, Kathryn               |                    | Address on File           |           |          |               |       |            |         |
| Fewell, Ciarah J.               |                    | Address on File           |           |          |               |       |            |         |
| Fiacco, Sarah W.                |                    | Address on File           |           |          |               |       |            |         |
| FiberLok Technologies, Inc.     |                    | 811 Stockton Ave          |           |          | Fort Collins  | CO    | 80524      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName | Address1                                 | Address2              | Address3 | City              | State | Zip        | Country        |
|---|--------------------|--|-----------------------|----------|-------------------|-------|------------|----------------|
| Fickel, Lucinda                             |                    | Address on File                          |                       |          |                   |       |            |                |
| Fidanque, Alexa R.                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Fiddler, Marc D.                            |                    | Address on File                          |                       |          |                   |       |            |                |
| Fidelity Brokerage Services LLC             |                    | 245 Summer Street                        |                       |          | Boston            | MA    | 02210      |                |
| Fidelity Investments                        |                    | Fidelity Investments Institutions Operat | Post Office Box 73307 |          | Chicago           | IL    | 60673-7307 |                |
| Fidelity Security Life dba Luxottica Retail |                    | FSL/EYEMED Premiums                      | PO Box 632530         |          | Cincinnati        | OH    | 45263      |                |
| Field, Pamela                               |                    | Address on File                          |                       |          |                   |       |            |                |
| Fields, Jada                                |                    | Address on File                          |                       |          |                   |       |            |                |
| Fields, Michael L.                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Fierro, Flynn                               |                    | Address on File                          |                       |          |                   |       |            |                |
| Fifield Inc                                 |                    | PO Box 847164                            |                       |          | Boston            | MA    | 02284      |                |
| Fifield, Katie                              |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa Jr., Michael D.                    |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa, Christopher A.                    |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa, Francisco                         |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa, Leida E.                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa, Monique A.                        |                    | Address on File                          |                       |          |                   |       |            |                |
| Figueroa, Nick R.                           |                    | Address on File                          |                       |          |                   |       |            |                |
| Filgo Oil Company                           |                    | PO Box 565421                            |                       |          | Dallas            | TX    | 75356-5421 |                |
| Filtration Systems, Inc.                    |                    | 1843 Dunbarton Lane                      |                       |          | Belvidere         | IL    | 61008      |                |
| Financial Accounting Standards Board        |                    | PO Box 418272                            |                       |          | Boston            | MA    | 02241-8272 |                |
| Finch, Gary H.                              |                    | Address on File                          |                       |          |                   |       |            |                |
| Finelli, Marina                             |                    | Address on File                          |                       |          |                   |       |            |                |
| Fingerhood, Sabrina R.                      |                    | Address on File                          |                       |          |                   |       |            |                |
| Finkelstein, Jamie                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Finn, Jennifer S.                           |                    | Address on File                          |                       |          |                   |       |            |                |
| Fiol, Tanya S.                              |                    | Address on File                          |                       |          |                   |       |            |                |
| First Equipment Company                     |                    | P.O. Box 2129                            |                       |          | Addison           | TX    | 75001-2129 |                |
| First Orion Corp.                           |                    | 520 Main St                              | Ste 400               |          | North Little Rock | AR    | 72114      |                |
| FirstCall Mechanical                        |                    | 1750 Briercroft CT                       |                       |          | Carrollton        | TX    | 75006      |                |
| Fischer, Kya                                |                    | Address on File                          |                       |          |                   |       |            |                |
| Fisher, Amy                                 |                    | Address on File                          |                       |          |                   |       |            |                |
| Fisher, Deanna J.                           |                    | Address on File                          |                       |          |                   |       |            |                |
| Fisher, Shannon M.                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Fisher, Stephanie A.                        |                    | Address on File                          |                       |          |                   |       |            |                |
| FisherBroyles, LLP                          |                    | PO Box 735232                            |                       |          | Dallas            | TX    | 75373      |                |
| Fitch, Courtney M.                          |                    | Address on File                          |                       |          |                   |       |            |                |
| Fitchheard-Brydson, Alberta                 |                    | Address on File                          |                       |          |                   |       |            |                |
| Fitness Interactive Experience, Inc         |                    | 1082 Bellevue Dr, NE                     |                       |          | Atlanta           | GA    | 30306      |                |
| Fitzgerald Jr., Casey N.                    |                    | Address on File                          |                       |          |                   |       |            |                |
| Fitzgerald, Colleen M.                      |                    | Address on File                          |                       |          |                   |       |            |                |
| Fitzgibbon, Peter S.                        |                    | Address on File                          |                       |          |                   |       |            |                |
| Fitzpatrick, Luna                           |                    | Address on File                          |                       |          |                   |       |            |                |
| FIZZ CREATIONS LTD                          |                    | Unit 6, Commerce Way                     | Lancing               |          | West Sussex       |       | BN15 8TA   | United Kingdom |
| Flagel Wilson, Catherine M.                 |                    | Address on File                          |                       |          |                   |       |            |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1                                 | Address2                 | Address3 | City          | State | Zip        | Country |
|-----------------------------------|--------------------|--|--------------------------|----------|---------------|-------|------------|---------|
| Flaherty, Caitlin M.              |                    | Address on File                          |                          |          |               |       |            |         |
| Flaherty, Melissa A.              |                    | Address on File                          |                          |          |               |       |            |         |
| FLAMBEAU COMMERCIAL MKTS.GROUP    |                    | 15981 Valplast Street                    |                          |          | Middlefield   | OH    | 44062      |         |
| Flambeau Products Corporation     |                    | NW 5581                                  | P.O. Box 1450            |          | Minneapolis   | MN    | 55485-5581 |         |
| Flame and Wax, Inc. dba Voluspa   |                    | 2900 McCabe Way                          |                          |          | Irvine        | CA    | 92614      |         |
| Flanders, Brigid                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flannery, Jacob                   |                    | Address on File                          |                          |          |               |       |            |         |
| Flatiron Property Holding LLC     |                    | PO Box 511417                            |                          |          | Los Angeles   | CA    | 90051-7972 |         |
| Flatiron Property Holding, L.L.C. | c/o Macerich       | 401 Wilshire Boulevard                   | P.O. Box 2172, Suite 700 |          | Santa Monica  | CA    | 90407      |         |
| Flatiron Property Holding, L.L.C. | Management Office  | One W. Flatiron Crossing Dr, Sjuite 1083 |                          |          | Broomfield    | CO    | 80021      |         |
| Flatiron Property Holding, L.L.C. |                    | One West Flatiron Crossing Drive         | Suite 1083               |          | Broomfield    | CO    | 80021      |         |
| Flaws, Jessica J.                 |                    | Address on File                          |                          |          |               |       |            |         |
| Fleischman, Benjamin              |                    | Address on File                          |                          |          |               |       |            |         |
| Fleming, Alexander M.             |                    | Address on File                          |                          |          |               |       |            |         |
| Fleming, Christi                  |                    | Address on File                          |                          |          |               |       |            |         |
| Fletcher, DaeJa M.                |                    | Address on File                          |                          |          |               |       |            |         |
| Fletcher, Judith E.               |                    | Address on File                          |                          |          |               |       |            |         |
| Fletes, Alexander J.              |                    | Address on File                          |                          |          |               |       |            |         |
| Flexport, Inc.                    |                    | 760 Market Street                        | 8th Floor                |          | San Francisco | CA    | 94102      |         |
| Flip & Tumble                     |                    | 820 Kains Avenue                         | #311                     |          | Albany        | CA    | 94706      |         |
| FLIP & TUMBLE                     |                    | 3060 El Cerrito Plaza, #177              |                          |          | El Cerrito    | CA    | 94530      |         |
| Florek, Misty T.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores Jr., Pablo                 |                    | Address on File                          |                          |          |               |       |            |         |
| Flores Maldonado, Rosa M.         |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Alan J.                   |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Brenda                    |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Desiree L.                |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Diana                     |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Diana L.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Efren                     |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Ethan                     |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Evelyn                    |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Fabian                    |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Guillermo J.              |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Jaime H.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, James M.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Javier                    |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Jaymz M.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Juliana                   |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Maria M.                  |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Mariah C.                 |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Morgana A.                |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Rendel                    |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Stephany M.               |                    | Address on File                          |                          |          |               |       |            |         |
| Flores, Yla                       |                    | Address on File                          |                          |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName             | Address1                     | Address2                    | Address3 | City            | State | Zip        | Country |
|---|--------------------------------|------------------------------|-----------------------------|----------|-----------------|-------|------------|---------|
| Florida Attorney General                    | Attn Bankruptcy Department     | PL-01 The Capitol            |                             |          | Tallahassee     | FL    | 32399-1050 |         |
| Florida Department of Financial Services    | Bureau of Unclaimed Property   | PO Box 6350                  |                             |          | Tallahassee     | FL    | 32314-6350 |         |
| Florida Department of Financial Services    |                                | P.O. Box 1990                |                             |          | Tallahassee     | FL    | 32302-1990 |         |
| Florida Department of Financial Services    |                                | P.O Box 6350                 |                             |          | Tallahassee     | FL    | 32314-6350 |         |
| Florida Department of Revenue               |                                | 5050 W. Tennessee Street     |                             |          | Tallahassee     | FL    | 32399-0135 |         |
| Florida Dept of Agriculture & Consumer Svcs |                                | PO Box 6700                  |                             |          | Tallahassee     | FL    | 32399-6700 |         |
| Florida Dept of Financial Services          | Division of Unclaimed Property | 200 East Gaines Street       |                             |          | Tallahassee     | FL    | 32399-0358 |         |
| Florida Power & Light Company               |                                | 700 Universe Blvd.           |                             |          | Juno Beach      | FL    | 33408-0420 |         |
| Flowers, Charles M.                         |                                | Address on File              |                             |          |                 |       |            |         |
| Flowers, Paige E.                           |                                | Address on File              |                             |          |                 |       |            |         |
| Floyd, Chloe                                |                                | Address on File              |                             |          |                 |       |            |         |
| Floyd, Julia                                |                                | Address on File              |                             |          |                 |       |            |         |
| Fly Away Style, LLC DBA Taylor Paladino     |                                | Address on File              |                             |          |                 |       |            |         |
| Flynn, Heidi A.                             |                                | Address on File              |                             |          |                 |       |            |         |
| FOCUS 12, INC.                              |                                | 10949 E. Peakview Ave.       | (Optional)                  |          | ENGLEWOOD       | CO    | 80111      |         |
| Focus 12, Inc.                              |                                | PO Box 18144                 |                             |          | Boulder         | CO    | 80308      |         |
| FOCUS 12, INC.                              |                                | PO Box 631042                |                             |          | Highlands Ranch | CO    | 80163      |         |
| Foerster, Stefanie F.                       |                                | Address on File              |                             |          |                 |       |            |         |
| Fogue, Julie A.                             |                                | Address on File              |                             |          |                 |       |            |         |
| Folkes-Dixon, Zahra                         |                                | Address on File              |                             |          |                 |       |            |         |
| Follett Higher Education Group, Inc.        |                                | 3 Westbrook Corporate Center |                             |          | Westchester     | IL    | 60154      |         |
| Folsom, Jessica A.                          |                                | Address on File              |                             |          |                 |       |            |         |
| Fong, Anne M.                               |                                | Address on File              |                             |          |                 |       |            |         |
| Fonseca III, Arthur C.                      |                                | Address on File              |                             |          |                 |       |            |         |
| Fonseca, Jason D.                           |                                | Address on File              |                             |          |                 |       |            |         |
| Fonseca, Jessica T.                         |                                | Address on File              |                             |          |                 |       |            |         |
| Fonseca, Suzy                               |                                | Address on File              |                             |          |                 |       |            |         |
| Fonseca, Valeria V.                         |                                | Address on File              |                             |          |                 |       |            |         |
| Fontenot, LaRhonda E.                       |                                | Address on File              |                             |          |                 |       |            |         |
| Food52 INC                                  |                                | 122 West 26th, 8th floor     |                             |          | New York        | NY    | 10001      |         |
| Foose, David J.                             |                                | Address on File              |                             |          |                 |       |            |         |
| Forbes, Ezekiel                             |                                | Address on File              |                             |          |                 |       |            |         |
| Forbes, Katherine M.                        |                                | Address on File              |                             |          |                 |       |            |         |
| Ford, Abigail L.                            |                                | Address on File              |                             |          |                 |       |            |         |
| Ford, Austin                                |                                | Address on File              |                             |          |                 |       |            |         |
| Ford, Verceah                               |                                | Address on File              |                             |          |                 |       |            |         |
| Foreman, Kayla                              |                                | Address on File              |                             |          |                 |       |            |         |
| Forest City Commercial Management, Inc.     |                                | Terminal Tower               | 50 Public Square, Suite 700 |          | Cleveland       | OH    | 44113-2203 |         |
| Forkpah, Darlingboy                         |                                | Address on File              |                             |          |                 |       |            |         |
| Fornabaio, Laura                            |                                | Address on File              |                             |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName    | Address1                        | Address2                  | Address3 | City           | State | Zip        | Country |
|-------------------------------------|-----------------------|---------------------------------|---------------------------|----------|----------------|-------|------------|---------|
| Foroughi, Stefon                    |                       | Address on File                 |                           |          |                |       |            |         |
| Forrest, Alison K.                  |                       | Address on File                 |                           |          |                |       |            |         |
| Forrester, Lindsey R.               |                       | Address on File                 |                           |          |                |       |            |         |
| Forster, Cherie R.                  |                       | Address on File                 |                           |          |                |       |            |         |
| Forsyth, Ella                       |                       | Address on File                 |                           |          |                |       |            |         |
| Fort Worth Water Department         |                       | PO Box 961003                   |                           |          | Fort Worth     | TX    | 76161-0003 |         |
| Fort Worth Water Department         |                       | 100 Fort Worth Trail, 5th Floor |                           |          | Fort Worth     | TX    | 76102      |         |
| Forte, Gabriel M.                   |                       | Address on File                 |                           |          |                |       |            |         |
| FORTESSA TABLEWARE SOLUTIONS LLC    |                       | 402 McGhee Rd                   |                           |          | Winchester     | VA    | 22603      |         |
| Fortessa Tableware Solutions LLC    |                       | 20412 Bashan Drive              |                           |          | Ashburn        | VA    | 20147      |         |
| Fortin, James J.                    |                       | Address on File                 |                           |          |                |       |            |         |
| Fortney, Nicholas J.                |                       | Address on File                 |                           |          |                |       |            |         |
| Forvis, LLP                         |                       | PO BOX 200870                   |                           |          | Dallas         | TX    | 75320      |         |
| FORVIS, LLP                         |                       | 14241 Dallas Parkway            | Suite 1100                |          | Dallas         | TX    | 75254      |         |
| Forwood, Brittany L.                |                       | Address on File                 |                           |          |                |       |            |         |
| Foss, Lara M.                       |                       | Address on File                 |                           |          |                |       |            |         |
| Foster, Claire                      |                       | Address on File                 |                           |          |                |       |            |         |
| Foster, Eternity D.                 |                       | Address on File                 |                           |          |                |       |            |         |
| Foster, Ricardo M.                  |                       | Address on File                 |                           |          |                |       |            |         |
| Fountain, Amaria A.                 |                       | Address on File                 |                           |          |                |       |            |         |
| Fountain, Courtney E.               |                       | Address on File                 |                           |          |                |       |            |         |
| Fowler, Kai                         |                       | Address on File                 |                           |          |                |       |            |         |
| Fox Run Craftsmen                   |                       | 1907 Stout Drive                |                           |          | Ivyland        | PA    | 18974      |         |
| Fox, Carolin                        |                       | Address on File                 |                           |          |                |       |            |         |
| Fox, Corine H.                      |                       | Address on File                 |                           |          |                |       |            |         |
| Fox, Iris                           |                       | Address on File                 |                           |          |                |       |            |         |
| Fox, Lucifer R.                     |                       | Address on File                 |                           |          |                |       |            |         |
| FoxMind Canada Enterprises Ltd.     |                       | 5530 Saint-Patrick Unit 1104    |                           |          | Montreal       | QC    | H4E 1A8    | Canada  |
| FOXMIND CANADA ENTERPRISES LTD.     |                       | 5530 St-Patrick #1104           |                           |          | Montreal       | QC    | H4E 1A8    | Canada  |
| FP Pembroke Gardens, LLC            | Attn Legal Department | Federal Realty OP LP            | 909 Rose Avenue Suite 200 |          | North Bethesda | MD    | 20852      |         |
| FPL - Florida Power & Light Company |                       | General Mail Facility           |                           |          | Miami          | FL    | 33188-0001 |         |
| Fralish, John                       | Alex Darr, Esq.       | Darr Law LLC                    | 1391 W 5th Avenue, #313   |          | Columbus       | OH    | 43212      |         |
| Frama-Tech LLC                      |                       | 8851 Navarre Pkwy               |                           |          | Navarre        | FL    | 32566-2198 |         |
| Franaszek, Monica                   |                       | Address on File                 |                           |          |                |       |            |         |
| Francilus, Emmanuela                |                       | Address on File                 |                           |          |                |       |            |         |
| Francis, Montell                    |                       | Address on File                 |                           |          |                |       |            |         |
| Franco, Diego                       |                       | Address on File                 |                           |          |                |       |            |         |
| Francois, Frantz                    |                       | Address on File                 |                           |          |                |       |            |         |
| Francois, Shaunte R.                |                       | Address on File                 |                           |          |                |       |            |         |
| Frank, Elizabeth A.                 |                       | Address on File                 |                           |          |                |       |            |         |
| Frank, Jason E.                     |                       | Address on File                 |                           |          |                |       |            |         |
| Frank, Kevin A.                     |                       | Address on File                 |                           |          |                |       |            |         |
| Franklin Parish School Board        |                       | P.O. Drawer 337                 |                           |          | Winnsboro      | LA    | 71295      |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName            | Address1                              | Address2                               | Address3 | City       | State | Zip   | Country |
|---|-------------------------------|---------------------------------------|--|----------|------------|-------|-------|---------|
| FRANKLIN PRESTON TAYLOR JR                    |                               | Address on File                       |  |          |            |       |       |         |
| Franklin, Anne K.                             |                               | Address on File                       |  |          |            |       |       |         |
| Franklin, Austin                              |                               | Address on File                       |  |          |            |       |       |         |
| Franklin, Darrell J.                          |                               | Address on File                       |  |          |            |       |       |         |
| Franklin, Earl                                |                               | Address on File                       |  |          |            |       |       |         |
| Franks, Joshua                                |                               | Address on File                       |  |          |            |       |       |         |
| Frantz, Abigail                               |                               | Address on File                       |  |          |            |       |       |         |
| Frantz, Mark C.                               |                               | Address on File                       |  |          |            |       |       |         |
| Franzese, Elizabeth S.                        |                               | Address on File                       |  |          |            |       |       |         |
| Frasca, Rachel and Liliana Gibbs              | Marlon Carbajal, Esq.         | Adam B. Reed & Associates             | 11300 N. Central Expressway, Suite 200 |          | Dallas     | TX    | 75243 |         |
| Frasca, Rachel and Liliana Gibbs              | Phillip C. Beall, CPCU, AIC-M | ESIS AGL Senior Claims Representative | P.O. Box 5128                          |          | Scranton   | PA    | 18505 |         |
| Fraser, Cheryl                                |                               | Address on File                       |  |          |            |       |       |         |
| Fraser, Denise                                |                               | Address on File                       |  |          |            |       |       |         |
| Frate, Hope M.                                |                               | Address on File                       |  |          |            |       |       |         |
| Fratelli Guzzini S.p.A.                       |                               | Contrada Mattonata, 60                |  |          | Recanati   |       | 62019 | Italy   |
| Frausto, Adriana                              |                               | Address on File                       |  |          |            |       |       |         |
| Frazier, Allison S.                           |                               | Address on File                       |  |          |            |       |       |         |
| Frazier, Erica                                |                               | Address on File                       |  |          |            |       |       |         |
| Frazier, Keisha R.                            |                               | Address on File                       |  |          |            |       |       |         |
| Frazier, Shantavia                            |                               | Address on File                       |  |          |            |       |       |         |
| Freauff, Kimberly                             |                               | Address on File                       |  |          |            |       |       |         |
| FRED AND FRIENDS                              |                               | 30 Martin Street West                 |  |          | Cumberland | RI    | 02864 |         |
| Fred Sloan                                    |                               | Address on File                       |  |          |            |       |       |         |
| Frederick Hart Co, Inc. DBA Compac Industries |                               | 4963 S Royal Atlanta Dr               |  |          | Tucker     | GA    | 30084 |         |
| Frederick Hart Co, Inc. DBA Compac Industries |                               | 2617 Talley Street                    |  |          | Decatur    | GA    | 30030 |         |
| Fredrich, Sophie R.                           |                               | Address on File                       |  |          |            |       |       |         |
| Free-Free (USA), Inc.                         |                               | 1890 S. Carlos Ave                    |  |          | Ontario    | CA    | 91761 |         |
| Freeman, Carey L.                             |                               | Address on File                       |  |          |            |       |       |         |
| Freeman, Rachel M.                            |                               | Address on File                       |  |          |            |       |       |         |
| Freeman, Rkeem C.                             |                               | Address on File                       |  |          |            |       |       |         |
| Freeman, Sherita R.                           |                               | Address on File                       |  |          |            |       |       |         |
| Freeman-Leonard VI, LLC                       |                               | 5301 Alpha Rd                         | Suite 80-42                            |          | Dallas     | TX    | 75240 |         |
| Freites, Sean A.                              |                               | Address on File                       |  |          |            |       |       |         |
| Fresca, Rachel                                | Adam B. Reed & Associates     | 11300 N. Central Expwy Ste. 200       |  |          | Dallas     | TX    | 75243 |         |
| FRESH AMERICAN, LLC DBA ANNIE SELKE           |                               | 125 Pecks Road                        |  |          | Pittsfield | MA    | 01201 |         |
| Fresh Wave/ OMI Industries                    |                               | 18-6 East Dundee Road                 | Suite 101                              |          | Barrington | IL    | 60010 |         |
| FRESH WAVE/OMI INDUSTRIES                     |                               | 220 N Smith St                        | Suite 315                              |          | Palatine   | IL    | 60067 |         |
| FRESHLINK DEVELOPMENT LLC DBA PREPARA         |                               | 151 Forest Street, Unit H             |  |          | Montclair  | NJ    | 07042 |         |
| Freshlink Product Development LLC dba Prepara |                               | 151 Forest St. Unit H                 |  |          | Montclair  | NJ    | 07042 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName      | Address1                                     | Address2                   | Address3 | City                 | State | Zip        | Country |
|--|-------------------------|--|----------------------------|----------|----------------------|-------|------------|---------|
| Fretwell, Brendan                        |                         | Address on File                              |                            |          |                      |       |            |         |
| Freudiger, Joseph                        |                         | Address on File                              |                            |          |                      |       |            |         |
| Freund, Cathy                            |                         | Address on File                              |                            |          |                      |       |            |         |
| Frey, Cerissa E.                         |                         | Address on File                              |                            |          |                      |       |            |         |
| Frey, Meredith                           |                         | Address on File                              |                            |          |                      |       |            |         |
| FRG Waste Resources, Inc                 |                         | PO Box 10858                                 |                            |          | Napa                 | CA    | 94581      |         |
| Frias, Bradley                           |                         | Address on File                              |                            |          |                      |       |            |         |
| Frias, Francisca C.                      |                         | Address on File                              |                            |          |                      |       |            |         |
| Friday II, Cyril R.                      |                         | Address on File                              |                            |          |                      |       |            |         |
| Friday, Marcus                           |                         | Address on File                              |                            |          |                      |       |            |         |
| Friday, Maria D.                         |                         | Address on File                              |                            |          |                      |       |            |         |
| Fridegotto, Gabriel A.                   |                         | Address on File                              |                            |          |                      |       |            |         |
| Friedgood, Laura R.                      |                         | Address on File                              |                            |          |                      |       |            |         |
| Friedman, Chad                           |                         | Address on File                              |                            |          |                      |       |            |         |
| Friedman, Darlene L.                     |                         | Address on File                              |                            |          |                      |       |            |         |
| Friedrich Jr., Donald H.                 |                         | Address on File                              |                            |          |                      |       |            |         |
| Friel, Hanah R.                          |                         | Address on File                              |                            |          |                      |       |            |         |
| Friendbuy, Inc.                          |                         | 2516 Via Tejon, Suite 201                    |                            |          | Palos Verdes Estates | CA    | 90274      |         |
| Friesen, Denis L.                        |                         | Address on File                              |                            |          |                      |       |            |         |
| Frimpong, Patience                       |                         | Address on File                              |                            |          |                      |       |            |         |
| FRINGE STUDIO                            |                         | 6025 Slauson Ave                             |                            |          | CULVER CITY          | CA    | 90230      |         |
| FRINGE STUDIO                            |                         | 6029 Slauson Ave                             |                            |          | CULVER CITY          | CA    | 90230      |         |
| Fringe Studio, LLC                       |                         | P.O. Box 3663                                |                            |          | Culver City          | CA    | 90231      |         |
| FRIT San Jose Town & Country Village     | Leasing/Legal           | c/o Federal Realty Investment Trust          | 909 Rose Avenue, Suite 200 |          | North Bethesda       | MD    | 20852      |         |
| FRIT San Jose Town & Country Village LLC |                         | P.O. Box 79408                               |                            |          | City of Industry     | CA    | 91716-9408 |         |
| Fritsch, Dustin R.                       |                         | Address on File                              |                            |          |                      |       |            |         |
| Fritz, Ronald L.                         |                         | Address on File                              |                            |          |                      |       |            |         |
| Fritzman, Barbara L.                     |                         | Address on File                              |                            |          |                      |       |            |         |
| Frodine, Pare R.                         |                         | Address on File                              |                            |          |                      |       |            |         |
| Frontier Communications                  |                         | 1919 McKinney Ave.                           |                            |          | Dallas               | TX    | 75201      |         |
| Frontier Communications                  |                         | PO BOX 740407                                |                            |          | CINCINNATI           | OH    | 45274-0407 |         |
| Frump, Gary L.                           |                         | Address on File                              |                            |          |                      |       |            |         |
| FS.Com, Inc.                             |                         | 380 Centerpoint Blvd.                        |                            |          | New Castle           | DE    | 19720      |         |
| FSLRO 7580 W Bell Glendale, LLC          | c/o Ojala Partners, LP  | 2501 N. Harwood, Suite 2400                  |                            |          | Dallas               | TX    | 75201      |         |
| FSLRO 7580 W Bell Glendale, LLC          | Retail Property Manager | c/o Lincoln Property Company Commercial, LLC | 8111 Douglas Ave., Ste 600 |          | Dallas               | TX    | 75225      |         |
| FSLRO 7580 W Bell Glendale, LLC          |                         | 2501 N. Harwood, Suite 2400                  |                            |          | Dallas               | TX    | 75201      |         |
| FSLRO 7580 W Bell Glendale, LLC          |                         | 2000 McKinney Ave                            | Suite 1000                 |          | Dallas               | TX    | 75201      |         |
| FTI Brands LLC                           |                         | 4737 Reed Rd, STE 200                        |                            |          | Upper Arlington      | OH    | 43220      |         |
| FTI BRANDS, LLC                          |                         | 10941 Oak Mountain PL                        |                            |          | Shadow Hills         | CA    | 91040      |         |
| Fudge, Brandon                           |                         | Address on File                              |                            |          |                      |       |            |         |
| Fuentes, Joshua X.                       |                         | Address on File                              |                            |          |                      |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName    | Address1                               | Address2                    | Address3 | City           | State | Zip        | Country |
|---|-----------------------|--|-----------------------------|----------|----------------|-------|------------|---------|
| Fuerst, Allison                             |                       | Address on File                        |                             |          |                |       |            |         |
| Fukuda, Irisu                               |                       | Address on File                        |                             |          |                |       |            |         |
| Fulcrum Products Inc                        |                       | 5441 SW Macadam Ave                    | Suite 302                   |          | Portland       | OR    | 97239      |         |
| FULCRUM PRODUCTS INC.                       |                       | 712 Main Street                        | Suite 200                   |          | Oregon City    | OR    | 97045      |         |
| FULCRUM PRODUCTS INC.                       |                       | P.O. Box 820205                        |                             |          | Portland       | OR    | 97282      |         |
| Fulgham, Duane                              |                       | Address on File                        |                             |          |                |       |            |         |
| Fuller, Amayah                              |                       | Address on File                        |                             |          |                |       |            |         |
| Fuller, Charlette T.                        |                       | Address on File                        |                             |          |                |       |            |         |
| Fuller, Meredith                            |                       | Address on File                        |                             |          |                |       |            |         |
| Fulmer, Macey J.                            |                       | Address on File                        |                             |          |                |       |            |         |
| Fulton County Finance Department, GA        |                       | 141 Pryor St. SW, Ste. 7001            |                             |          | Atlanta        | GA    | 30303      |         |
| Fulton County Finance Department, GA        |                       | PO Box 105300                          |                             |          | ATLANTA        | GA    | 30348-5300 |         |
| Fulton County Tax Commissioner              |                       | P.O. Box 105052                        |                             |          | Atlanta        | GA    | 30348-5052 |         |
| Fumey-Nassah, Karmen                        |                       | Address on File                        |                             |          |                |       |            |         |
| FUNDER AMERICA INC.                         |                       | 200 Funder Drive                       | PO Box 729                  |          | Mocksville     | NC    | 27028      |         |
| FUNKY RICO INC.                             |                       | 10161 NW 3RD CT                        |                             |          | Plantation     | FL    | 33324      |         |
| Funky Rico Inc.                             |                       | 1206 Stirling Rd. Suite 4-A            |                             |          | Dania Beach    | FL    | 33004      |         |
| FUNKY RICO INC.                             |                       | 1206 Stirling Rd, 4A                   |                             |          | Dania Beach    | FL    | 33004      |         |
| Furlong, Nancy                              |                       | Address on File                        |                             |          |                |       |            |         |
| Furmeisen, Kerstin A.                       |                       | Address on File                        |                             |          |                |       |            |         |
| Furr Jr., James                             |                       | Address on File                        |                             |          |                |       |            |         |
| Furst, Arthur                               | Howard M. Kahalas, PC | Howard Kahalas                         | 6 Beason Street - Ste 1020  |          | Boston         | MA    | 02108      |         |
| Furst, Arthur Y.                            |                       | Address on File                        |                             |          |                |       |            |         |
| Fuzhou Jinqingyun Import and Export Co. LTD |                       | 17F/L Tower A Yongtongchang Bldg No.75 | Fuxin Zhong Road            |          | Fuzhou, Fujian |       | 350011     | China   |
| Gable, Zachary A.                           |                       | Address on File                        |                             |          |                |       |            |         |
| Gabrail, Megan A.                           |                       | Address on File                        |                             |          |                |       |            |         |
| Gabriela Avila Hernandez                    |                       | Address on File                        |                             |          |                |       |            |         |
| Gabrielle Fong                              |                       | Address on File                        |                             |          |                |       |            |         |
| Gachii, Joy                                 |                       | Address on File                        |                             |          |                |       |            |         |
| Gaddis, Denise L.                           |                       | Address on File                        |                             |          |                |       |            |         |
| Gadson, Trevor                              |                       | Address on File                        |                             |          |                |       |            |         |
| Gaffney, Claudine                           | Morgan & Morgan       | Benjamin Patz                          | 703 Waterford Way, Ste 1000 |          | Miami          | FL    | 33126      |         |
| Gage & Gage Inc                             |                       | 4950 12th Ave E                        |                             |          | Shakopee       | MN    | 55379      |         |
| Gage, Ian D.                                |                       | Address on File                        |                             |          |                |       |            |         |
| Gage, Joshua M.                             |                       | Address on File                        |                             |          |                |       |            |         |
| Gaidish, Allison                            |                       | Address on File                        |                             |          |                |       |            |         |
| Gail Peteler                                |                       | Address on File                        |                             |          |                |       |            |         |
| GAIL PLOTKIN                                |                       | Address on File                        |                             |          |                |       |            |         |
| Gail Seanor                                 |                       | Address on File                        |                             |          |                |       |            |         |
| Gaines III, Kenneth M.                      |                       | Address on File                        |                             |          |                |       |            |         |
| Gaines, Michael W.                          |                       | Address on File                        |                             |          |                |       |            |         |
| Gaitan, Marguerite A.                       |                       | Address on File                        |                             |          |                |       |            |         |
| Gaitan, Marisela                            |                       | Address on File                        |                             |          |                |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1              | Address2 | Address3 | City            | State | Zip        | Country |
|---------------------------------|--------------------|-----------------------|----------|----------|-----------------|-------|------------|---------|
| Galario, Marcus Alan D.         |                    | Address on File       |          |          |                 |       |            |         |
| Galarza Hernandez, Wilmer J.    |                    | Address on File       |          |          |                 |       |            |         |
| Galeana Jr., Jose               |                    | Address on File       |          |          |                 |       |            |         |
| Galeana, Jose                   |                    | Address on File       |          |          |                 |       |            |         |
| Galibut, Moana                  |                    | Address on File       |          |          |                 |       |            |         |
| Galicia, Chris                  |                    | Address on File       |          |          |                 |       |            |         |
| Galicia, Marcus                 |                    | Address on File       |          |          |                 |       |            |         |
| Galindo, Yinel M.               |                    | Address on File       |          |          |                 |       |            |         |
| Gallagher Bassett Services Inc. | GB Claims          | 2850 Golf Road        |          |          | Rolling Meadows | IL    | 60008      |         |
| Gallagher Bassett Services Inc. | GB-Admin           | 2850 Golf Road        |          |          | Rolling Meadows | IL    | 60008      |         |
| Gallagher, Kaden C.             |                    | Address on File       |          |          |                 |       |            |         |
| Gallagher, Virginia M.          |                    | Address on File       |          |          |                 |       |            |         |
| Gallant, Stephen P.             |                    | Address on File       |          |          |                 |       |            |         |
| Gallardo Plourd, Melissa        |                    | Address on File       |          |          |                 |       |            |         |
| Gallardo, Jenifer               |                    | Address on File       |          |          |                 |       |            |         |
| Gallardo, Mark                  |                    | Address on File       |          |          |                 |       |            |         |
| Galloway, Genevieve             |                    | Address on File       |          |          |                 |       |            |         |
| Gallegos, Antonio               |                    | Address on File       |          |          |                 |       |            |         |
| Gallegos, Maria E.              |                    | Address on File       |          |          |                 |       |            |         |
| Gallegos, Marlene P.            |                    | Address on File       |          |          |                 |       |            |         |
| Galleria Alpha Plaza, Ltd       | Wayne L. Nash      | 2001 Preston Rd       |          |          | Plano           | TX    | 75093      |         |
| Galleria Alpha Plaza, Ltd.      |                    | 2001 Preston Rd.      |          |          | Plano           | TX    | 75093      |         |
| Galloway Sherrill, Tiah E.      |                    | Address on File       |          |          |                 |       |            |         |
| Galloway, Imari B.              |                    | Address on File       |          |          |                 |       |            |         |
| Galusha, Lynn                   |                    | Address on File       |          |          |                 |       |            |         |
| Galvez, Marisol A.              |                    | Address on File       |          |          |                 |       |            |         |
| Galyen, Sarah E.                |                    | Address on File       |          |          |                 |       |            |         |
| Gamache, Lawrence               |                    | Address on File       |          |          |                 |       |            |         |
| Gamarro Estrada, Edna X.        |                    | Address on File       |          |          |                 |       |            |         |
| Gamble, Quentin L.              |                    | Address on File       |          |          |                 |       |            |         |
| Gamez, Benedict                 |                    | Address on File       |          |          |                 |       |            |         |
| Gamez, Raymond A.               |                    | Address on File       |          |          |                 |       |            |         |
| GAMMA2                          |                    | 2300 E Randol Mill Rd |          |          | Arlington       | TX    | 76011      |         |
| Gamma2 LLC                      |                    | PO Box 733418         |          |          | Dallas          | TX    | 75373-3418 |         |
| Gamut Smart Media From COX, LLC |                    | PO Box 934195         |          |          | Atlanta         | GA    | 31193      |         |
| Gant, Malcolm                   |                    | Address on File       |          |          |                 |       |            |         |
| Gantt, Andrea B.                |                    | Address on File       |          |          |                 |       |            |         |
| Ganus, Nikiyah                  |                    | Address on File       |          |          |                 |       |            |         |
| Gaona, Andrea                   |                    | Address on File       |          |          |                 |       |            |         |
| Garay, Gil A.                   |                    | Address on File       |          |          |                 |       |            |         |
| Garber, Gayle L.                |                    | Address on File       |          |          |                 |       |            |         |
| Garbutt, Hannah L.              |                    | Address on File       |          |          |                 |       |            |         |
| Garcia Jr., Rafael C.           |                    | Address on File       |          |          |                 |       |            |         |
| Garcia, Aaron                   |                    | Address on File       |          |          |                 |       |            |         |
| Garcia, Arianna                 |                    | Address on File       |          |          |                 |       |            |         |
| Garcia, Armando J.              |                    | Address on File       |          |          |                 |       |            |         |
| Garcia, Ashley N.               |                    | Address on File       |          |          |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName            | Address1                       | Address2 | Address3 | City          | State | Zip        | Country |
|--------------------------------------|-------------------------------|--------------------------------|----------|----------|---------------|-------|------------|---------|
| Garcia, Benjamin                     |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Bryan                        |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Chris A.                     |                               | Address on File                |          |          |               |       |            |         |
| Garcia, David                        |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Donavin E.                   |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Esmeralda                    |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Estefania                    |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Franchesca D.                |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Grant N.                     |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Isacc                        |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Israel R.                    |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Jacobo                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Javier                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Jaylene                      |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Karina                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Kimberly R.                  |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Liliana                      |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Lisette                      |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Lolita                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Maria                        |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Mialany                      |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Omar                         |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Oscar                        |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Rafael                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Rosy                         |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Sarah A.                     |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Sharie                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Sharil N.                    |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Teresa                       |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Veronica Y.                  |                               | Address on File                |          |          |               |       |            |         |
| Garcia, Wendy S.                     |                               | Address on File                |          |          |               |       |            |         |
| Garcia-Mendoza, Maryuri D.           |                               | Address on File                |          |          |               |       |            |         |
| Garcia-Slajer, Norma J.              |                               | Address on File                |          |          |               |       |            |         |
| Garda CL                             |                               | 3209 Momentum Place            |          |          | Chicago       | IL    | 60689-5332 |         |
| Garden City Leasehold Properties LLC | Lease Compliance Dept         | 221 W. Sixth St, Suite 1100    |          |          | Austin        | TX    | 78701      |         |
| Garden City Leasehold Properties LLC | Lease Compliance Dept         | 400 Atlantic Ave               |          |          | Boston        | MA    | 02110-3333 |         |
| Garden City Leasehold Properties LLC | Lease Compliance Dept         | 33 Boylston Street, Suite 3000 |          |          | Chestnut Hill | MA    | 02467      |         |
| Garden City Leasehold Properties LLC | Lease Compliance Dept         | 100 Midway Road, Suite 14      |          |          | Cranston      | RI    | 02920      |         |
| Garden City Leasehold Properties LLC |                               | PO Box 206                     |          |          | Worcester     | MA    | 01613      |         |
| Garden City Owner LLC                |                               | P.O. Box 845254                |          |          | Boston        | MA    | 02284      |         |
| Garden City Owner, LLC               | c/o WS Asset Management, Inc. | 33 Boylston Street, Suite 3000 |          |          | Chestnut Hill | MA    | 02467      |         |
| Gardere, Gregory                     |                               | Address on File                |          |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName       | Address1                            | Address2                   | Address3 | City          | State | Zip        | Country |
|--|--------------------------|-------------------------------------|----------------------------|----------|---------------|-------|------------|---------|
| Gardner, Angela C.                           |                          | Address on File                     |                            |          |               |       |            |         |
| Gardner, Bradley A.                          |                          | Address on File                     |                            |          |               |       |            |         |
| Gardner, Laura Y.                            |                          | Address on File                     |                            |          |               |       |            |         |
| Gardner, Tasha                               |                          | Address on File                     |                            |          |               |       |            |         |
| Gardyas, Christine                           |                          | Address on File                     |                            |          |               |       |            |         |
| Garfat, Robert T.                            |                          | Address on File                     |                            |          |               |       |            |         |
| Gargiulo, Stephanie D.                       |                          | Address on File                     |                            |          |               |       |            |         |
| Garlick, Alissa M.                           |                          | Address on File                     |                            |          |               |       |            |         |
| Garlick, Samuel                              |                          | Address on File                     |                            |          |               |       |            |         |
| Garnier, Danielle R.                         |                          | Address on File                     |                            |          |               |       |            |         |
| Garonzik, Gary                               |                          | Address on File                     |                            |          |               |       |            |         |
| Garrett, Amber P.                            |                          | Address on File                     |                            |          |               |       |            |         |
| Garrett, Debra C.                            |                          | Address on File                     |                            |          |               |       |            |         |
| Garrido, Obed R.                             |                          | Address on File                     |                            |          |               |       |            |         |
| Garrison, James J.                           |                          | Address on File                     |                            |          |               |       |            |         |
| Garrison, Nabil                              |                          | Address on File                     |                            |          |               |       |            |         |
| Garrison, Shirley                            |                          | Address on File                     |                            |          |               |       |            |         |
| Garrison, Stella B.                          |                          | Address on File                     |                            |          |               |       |            |         |
| Garry Jalowka dba Mr. Window Cleaning        |                          | Address on File                     |                            |          |               |       |            |         |
| GARTNER STUDIOS                              |                          | 201 Main Street South               |                            |          | Stillwater    | MN    | 55082      |         |
| Gartner Studios, dba russell hazel           |                          | 220 East Myrtle Street              |                            |          | Stillwater    | MN    | 55082      |         |
| Gartner, Inc.                                |                          | P.O. Box 911319                     |                            |          | Dallas        | TX    | 75391      |         |
| Garveys Office Products                      |                          | P.O. BOX 5678                       |                            |          | Carol Stream  | IL    | 60197-5678 |         |
| Gary Bell and Associates, Inc. dba GBA, Inc. |                          | 201 Noe St.                         |                            |          | San Francisco | CA    | 94114      |         |
| GARY KEMP                                    |                          | Address on File                     |                            |          |               |       |            |         |
| Gary, Everett E.                             |                          | Address on File                     |                            |          |               |       |            |         |
| Garza, Debra J.                              |                          | Address on File                     |                            |          |               |       |            |         |
| Garza, Laura A.                              |                          | Address on File                     |                            |          |               |       |            |         |
| Garza, Prissandra                            |                          | Address on File                     |                            |          |               |       |            |         |
| Garza, Zaragosa R.                           |                          | Address on File                     |                            |          |               |       |            |         |
| Gas South                                    |                          | P.O. Box 530552                     |                            |          | ATLANTA       | GA    | 30353-0552 |         |
| Gas South                                    |                          | 788 Circle 75 Parkway SE            |                            |          | Atlanta       | GA    | 30339      |         |
| Gaskins, Olivia J.                           |                          | Address on File                     |                            |          |               |       |            |         |
| Gaspar Fernandez, Magdalena E.               |                          | Address on File                     |                            |          |               |       |            |         |
| Gaspar, Amelia                               |                          | Address on File                     |                            |          |               |       |            |         |
| Gass, Glenn A.                               |                          | Address on File                     |                            |          |               |       |            |         |
| Gass, Reagen C.                              |                          | Address on File                     |                            |          |               |       |            |         |
| Gaston, Michelle M.                          |                          | Address on File                     |                            |          |               |       |            |         |
| Gates, Nia                                   |                          | Address on File                     |                            |          |               |       |            |         |
| Gateway Freight Systems Inc.                 |                          | 1425 Norjohn Court                  | Unit 6                     |          | Burlington    | ON    | L7L OE6    | Canada  |
| Gateway Square, LLC                          | SVP, Chief Legal Officer | c/o WPG                             | 4900 E Dublin Granville Rd |          | Columbus      | OH    | 43081      |         |
| Gateway Square, LLC                          | SVP, Chief Legal Officer | 180 E. Broad St                     |                            |          | Columbus      | OH    | 43215      |         |
| Gateway Square, LLC                          |                          | 4900 E DUBLIN GRANVILLE RD., 4TH FL |                            |          | COLUMBUS      | OH    | 43081      |         |
| Gateway Square, LLC                          |                          | PO Box 404133                       |                            |          | Atlanta       | GA    | 30384-4133 |         |
| Gatewood, Claudine N.                        |                          | Address on File                     |                            |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName                                | Address1                              | Address2                               | Address3 | City             | State | Zip        | Country        |
|---|---|---------------------------------------|--|----------|------------------|-------|------------|----------------|
| GATHRE                                      |   | 2575 West 400 North                   | Suite 100 A                            |          | London           | UT    | 84042      |                |
| Gaultney, Kellye A.                         |   | Address on File                       |  |          |                  |       |            |                |
| Gauthier, Alani                             |   | Address on File                       |  |          |                  |       |            |                |
| Gauthier, Alliyah                           |   | Address on File                       |  |          |                  |       |            |                |
| Gavitt, Janet L.                            |   | Address on File                       |  |          |                  |       |            |                |
| GAWS of London Limited                      | Claims Manager                                    | One America Square, 17<br>Crosswall   |  |          | London           |       | EC3N 2AD   | United Kingdom |
| GAWS of London Limited                      |   | 12 Princes Parade Princes Dock        |  |          | Liverpool        |       | L3 1BG     | United Kingdom |
| Gay, Marcus D.                              |   | Address on File                       |  |          |                  |       |            |                |
| Gayle Jacobs dba Actually<br>Organized, LLC |   | Address on File                       |  |          |                  |       |            |                |
| Gaytan, Benigno C.                          |   | Address on File                       |  |          |                  |       |            |                |
| GCE International , Inc.                    | Scott D. Stimpson, Esq.                           | Sills Cummis & Gross                  | 101 Park Avenue, 28th<br>Floor         |          | New York         | NY    | 10178      |                |
| GCE International, Inc.                     |   | 1385 Broadway FL 21                   |  |          | New York         | NY    | 10018-6022 |                |
| Gear, Timothy W.                            |   | Address on File                       |  |          |                  |       |            |                |
| GearsCRM, Inc.                              |   | 10 Kearney Road                       | Suite 152                              |          | Needham          | MA    | 02494      |                |
| GearsCRM, Inc.                              |   | 75 New Hampshire Ave, #100            |  |          | Portsmouth       | NH    | 03801      |                |
| Geary, Denise A.                            |   | Address on File                       |  |          |                  |       |            |                |
| Gebremariam, Senay M.                       |   | Address on File                       |  |          |                  |       |            |                |
| Gee, Chris                                  |   | Address on File                       |  |          |                  |       |            |                |
| Gee, Ruth B.                                |   | Address on File                       |  |          |                  |       |            |                |
| Gee, Tony                                   |   | Address on File                       |  |          |                  |       |            |                |
| Geffrard, Jennifer                          |   | Address on File                       |  |          |                  |       |            |                |
| Gehring, George M.                          |   | Address on File                       |  |          |                  |       |            |                |
| Geil, Heather E.                            |   | Address on File                       |  |          |                  |       |            |                |
| Gembala, Cynthia A.                         |   | Address on File                       |  |          |                  |       |            |                |
| Gen Harper                                  | Jana Eisinger, Esq.                               | Law Office of Jana Eisinger,<br>PLLC  | 4610 South Ulster Street,<br>Suite 150 |          | Denver           | CO    | 80237      |                |
| Gen Harper                                  | Jeremy Y. Weltman, Esq.<br>Adam G. Gutbezah, Esq. | Ruberto, Israel & Weiner,P.C.         | 255 State Street, 7th Floor            |          | Boston           | MA    | 02109      |                |
| Gen Harper                                  | Lynn R. Agre                                      | GLENN AGRE BERGMAN &<br>FUENTES LLP   | 44 MONTGOMERY<br>STREET, SUITE 2410    |          | SAN<br>FRANCISCO | CA    | 94104      |                |
| Gen Harper                                  | Timothy Elder, Esq. Kristofer<br>A. Nelson, Esq.  | TRE LEGAL PRACTICE, LLC               | 1155 Market Street, 10th<br>Floor      |          | San Francisco    | CA    | 94103      |                |
| Genaske, Barry S.                           |   | Address on File                       |  |          |                  |       |            |                |
| Gencarelli, Gianluca                        |   | Address on File                       |  |          |                  |       |            |                |
| Gene Goodwillie Packing                     |   | 1820 N. 30th Ave                      |  |          | Melrose          | IL    | 60160      |                |
| Gene Mazzone                                |   | Address on File                       |  |          |                  |       |            |                |
| Gene Mazzone                                |   | Address on File                       |  |          |                  |       |            |                |
| General Information Solutions LLC           |   | 300 Centerview Drive                  | Suite 300                              |          | Nashville        | TN    | 37214      |                |
| General Logistic Systems, US Inc            |   | 4000 Executive Parkway                | Suite 295                              |          | San Ramon        | CA    | 94583      |                |
| General Treasurer of Rhode Island           | Business Regulation<br>Securities Division        | 1511 Pontiac Avenue, Building<br>69-1 |  |          | Cranston         | RI    | 02920      |                |
| Genesis Daniela                             |   | Address on File                       |  |          |                  |       |            |                |
| Genesis Products Inc.                       |   | 2608 Almac Court                      |  |          | Elkhart          | IN    | 46514      |                |
| Genesis Products Inc.                       |   | PO Box 2117                           |  |          | Elkhart          | IN    | 46515      |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName                     | Address1                               | Address2                 | Address3 | City        | State | Zip        | Country |
|---|--|--|--------------------------|----------|-------------|-------|------------|---------|
| Geneva Hotel Inc                                |  | 5327 Spire Cir                         |                          |          | Geneva      | OH    | 44041-7125 |         |
| GENICOOK PRODUCTS LLC                           |  | 10990 PETAL ST                         | SUITE 300                |          | DALLAS      | TX    | 75238      |         |
| Genmert Inc.                                    |  | 1340 W. 9th St.                        | Unit B                   |          | Upland      | CA    | 91786      |         |
| GENTLEMENS HARDWARE - US, LLC                   |  | 2934 Sidco Drive, Suite 140            |                          |          | Nashville   | TN    | 37207      |         |
| Gentlemens Hardware - US, LLC                   |  | 2934 Sidco Drive, Suite 1              |                          |          | Nashville   | TN    | 37207      |         |
| Gentry, Molly E.                                |  | Address on File                        |                          |          |             |       |            |         |
| GEOCENTRAL                                      |  | 6049 Hi Tek Court                      |                          |          | Mason       | OH    | 45040      |         |
| Geodis USA, Inc                                 |  | 135 S. LaSalle Street                  |                          |          | Chicago     | IL    | 60603      |         |
| George, Cydni                                   |  | Address on File                        |                          |          |             |       |            |         |
| George, Esther                                  |  | Address on File                        |                          |          |             |       |            |         |
| George, Makayla                                 |  | Address on File                        |                          |          |             |       |            |         |
| Georgen, Michael                                |  | Address on File                        |                          |          |             |       |            |         |
| Georgia Attorney General                        | Attn Bankruptcy Department             | 40 Capital Square, SW                  |                          |          | Atlanta     | GA    | 30334-1300 |         |
| Georgia Dept of Revenue                         | Unclaimed Property Program             | 4125 Welcome All Rd Suite 701          |                          |          | Atlanta     | GA    | 30349-1824 |         |
| Georgia Karabetsos                              |  | Address on File                        |                          |          |             |       |            |         |
| Georgia Power                                   |  | 96 ANNEX                               |                          |          | ATLANTA     | GA    | 30396      |         |
| Georgia Power Company                           |  | 241 Ralph McGill Boulevard NE          |                          |          | Atlanta     | GA    | 30308-3374 |         |
| Georgia-Department of Revenue                   | State Of Georgia Department Of Revenue | P.O. Box 740398                        |                          |          | Atlanta     | GA    | 30374-0398 |         |
| Georgia-Department of Revenue                   |  | P.O. Box 740398                        |                          |          | Atlanta     | GA    | 30374-0398 |         |
| Gerardo Salgado                                 |  | Address on File                        |                          |          |             |       |            |         |
| Gerber, Aurora J.                               |  | Address on File                        |                          |          |             |       |            |         |
| Gerber, Betsy R.                                |  | Address on File                        |                          |          |             |       |            |         |
| Gerhard, Kirsten L.                             |  | Address on File                        |                          |          |             |       |            |         |
| Gerlach, Monica                                 |  | Address on File                        |                          |          |             |       |            |         |
| Gerleit, Christine                              |  | Address on File                        |                          |          |             |       |            |         |
| German, Annette F.                              |  | Address on File                        |                          |          |             |       |            |         |
| German, Cody                                    |  | Address on File                        |                          |          |             |       |            |         |
| Gerold, Alyssa                                  |  | Address on File                        |                          |          |             |       |            |         |
| Gershtein, Maxim                                |  | Address on File                        |                          |          |             |       |            |         |
| Gessner, Barbara J.                             |  | Address on File                        |                          |          |             |       |            |         |
| Get Organized Nevada Experience<br>Dba G.O.N.E. |  | 11285 Hidden Peak Avenue<br>Unit #102  |                          |          | Las Vegas   | NV    | 89135      |         |
| Geter, Jade                                     |  | Address on File                        |                          |          |             |       |            |         |
| Gethin, Aurora                                  |  | Address on File                        |                          |          |             |       |            |         |
| Getmanenko, Anastasiia                          |  | Address on File                        |                          |          |             |       |            |         |
| GGP-Tucson Mall L.L.P.                          | Attn Law/Lease Administration          | c/o General Growth Properties,<br>Inc. | 110 North Wacker Drive   |          | Chicago     | IL    | 60606      |         |
| Ghai, Vivek                                     |  | Address on File                        |                          |          |             |       |            |         |
| Gharagozloo, Shahin                             |  | Address on File                        |                          |          |             |       |            |         |
| Ghatasheh, Yasmine                              |  | Address on File                        |                          |          |             |       |            |         |
| Ghiz, Tina M.                                   |  | Address on File                        |                          |          |             |       |            |         |
| Giancursio, Christian                           |  | Address on File                        |                          |          |             |       |            |         |
| GIANISE L LEWIS                                 |  | Address on File                        |                          |          |             |       |            |         |
| Giannola, Marie J.                              |  | Address on File                        |                          |          |             |       |            |         |
| Giardini, Nancy                                 | Falgien Warr & Iyer, PC                | Warr, Jarod                            | 4251 Kipling St. Ste 525 |          | Wheat Ridge | CO    | 80033      |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1                     | Address2         | Address3 | City          | State | Zip      | Country        |
|--|--------------------|------------------------------|------------------|----------|---------------|-------|----------|----------------|
| Giardini, Nancy                              |                    | Address on File              |                  |          |               |       |          |                |
| Gibbons, Marion L.                           |                    | Address on File              |                  |          |               |       |          |                |
| Gibbs, Charles                               |                    | Address on File              |                  |          |               |       |          |                |
| Gibbs, Jason C.                              |                    | Address on File              |                  |          |               |       |          |                |
| Gibbs, Michelle                              |                    | Address on File              |                  |          |               |       |          |                |
| Gibson, Elideth                              |                    | Address on File              |                  |          |               |       |          |                |
| Gibson, Lauren L.                            |                    | Address on File              |                  |          |               |       |          |                |
| Gichingiri, Evelyne                          |                    | Address on File              |                  |          |               |       |          |                |
| Gick, Brandon                                |                    | Address on File              |                  |          |               |       |          |                |
| GIFT REPUBLIC LTD.                           |                    | 4 Lyon Road,                 | South Wimbledon, |          | London        |       | SW19 2RL | United Kingdom |
| Gilbert, Jessica                             |                    | Address on File              |                  |          |               |       |          |                |
| Gilbert, Joshua M.                           |                    | Address on File              |                  |          |               |       |          |                |
| Gilbert, Terneaja K.                         |                    | Address on File              |                  |          |               |       |          |                |
| Gilbert, Theodore A.                         |                    | Address on File              |                  |          |               |       |          |                |
| Gilchrist, Leslie A.                         |                    | Address on File              |                  |          |               |       |          |                |
| Giles, Daijah                                |                    | Address on File              |                  |          |               |       |          |                |
| Giles, Jasmine C.                            |                    | Address on File              |                  |          |               |       |          |                |
| Giles, Marcus A.                             |                    | Address on File              |                  |          |               |       |          |                |
| Gill, Carol                                  |                    | Address on File              |                  |          |               |       |          |                |
| Gill, Cedric                                 |                    | Address on File              |                  |          |               |       |          |                |
| Gill, Michele S.                             |                    | Address on File              |                  |          |               |       |          |                |
| Gilley, Zakk N.                              |                    | Address on File              |                  |          |               |       |          |                |
| Gilliam, Taleah A.                           |                    | Address on File              |                  |          |               |       |          |                |
| Gillman, Tyana                               |                    | Address on File              |                  |          |               |       |          |                |
| Gilmer, Tarah                                |                    | Address on File              |                  |          |               |       |          |                |
| Gilmore Drillsite dba Farmers Mkt Self Strge |                    | 111 The Grove Dr             |                  |          | Los Angeles   | CA    | 90036    |                |
| Gilmore Farmers Market, LLC                  |                    | 6301 W. 3rd Street           |                  |          | Los Angeles   | CA    | 90036    |                |
| Gilpatrick, Preston                          |                    | Address on File              |                  |          |               |       |          |                |
| Gilroy, Yumika N.                            |                    | Address on File              |                  |          |               |       |          |                |
| Gilton, James C.                             |                    | Address on File              |                  |          |               |       |          |                |
| Gina Heck                                    |                    | Address on File              |                  |          |               |       |          |                |
| Gina Merris                                  |                    | Address on File              |                  |          |               |       |          |                |
| Gina Robinson                                |                    | Address on File              |                  |          |               |       |          |                |
| Giordano, Nicolas                            |                    | Address on File              |                  |          |               |       |          |                |
| Gipson, Jeffery S.                           |                    | Address on File              |                  |          |               |       |          |                |
| Girardin, Edward                             |                    | Address on File              |                  |          |               |       |          |                |
| GIRL OF ALL WORK, LLC                        |                    | 3002 3rd St.                 | #304             |          | Santa Monica  | CA    | 90405    |                |
| Girmay, Alayit Y.                            |                    | Address on File              |                  |          |               |       |          |                |
| Gist, Angela L.                              |                    | Address on File              |                  |          |               |       |          |                |
| Gist, Brianna                                |                    | Address on File              |                  |          |               |       |          |                |
| GitHub, Inc.                                 |                    | 88 Collin P Kelly Jr. Street |                  |          | San Francisco | CA    | 94107    |                |
| Giudice, Sobeyra                             |                    | Address on File              |                  |          |               |       |          |                |
| Gizaw, Rebekah G.                            |                    | Address on File              |                  |          |               |       |          |                |
| Gizzi-Diaz, Victoria C.                      |                    | Address on File              |                  |          |               |       |          |                |
| Gjersee, Nadia N.                            |                    | Address on File              |                  |          |               |       |          |                |
| GKT South Denver CPR, LLC                    |                    | 211 N Stadium                | Suite 201        |          | Columbia      | MO    | 65203    |                |
| GLADIATOR/WHIRLPOOL CORP.                    |                    | 600 West Main Street         |                  |          | Benton Harbor | MI    | 49022    |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName        | Address1                                | Address2                               | Address3        | City            | State | Zip        | Country |
|--|---------------------------|---|--|-----------------|-----------------|-------|------------|---------|
| Gladue, Ann M.                           |                           | Address on File                         |  |                 |                 |       |            |         |
| GLAM & GRACE DBA<br>BAUBLERELLA          |                           | 2100 N Stemmons Frwy #1610              |  |                 | Dallas          | TX    | 75207      |         |
| GLAM & GRACE DBA<br>BAUBLERELLA          |                           | 4849 Greenville Ave #100-135            |  |                 | Dallas          | TX    | 75206      |         |
| Glam & Grace LLC dba Baublerella         |                           | PO Box 601153                           |  |                 | Dallas          | TX    | 75360      |         |
| Glanville, Karin K.                      |                           | Address on File                         |  |                 |                 |       |            |         |
| Glasby, Chris A.                         |                           | Address on File                         |  |                 |                 |       |            |         |
| Glasco, Michelle                         |                           | Address on File                         |  |                 |                 |       |            |         |
| Glashaus Inc.                            |                           | 450 E. Congress Parkway                 | Suite E                                |                 | Crystal Lake    | IL    | 60014      |         |
| Glasow, Megan C.                         |                           | Address on File                         |  |                 |                 |       |            |         |
| Glass Hause Corporation                  |                           | 103 W 75th St. Apt 2                    |  |                 | New York        | NY    | 10023      |         |
| Glasscock, Seth A.                       |                           | Address on File                         |  |                 |                 |       |            |         |
| Glassdoor, Inc                           |                           | 300 Mission St 16th Fl                  |  |                 | San Francisco   | CA    | 94105-2203 |         |
| GLEASON INDUSTRIAL<br>PRODUCTS INC.      |                           | 8575 W. Forest Home Ave                 | Suite 100                              |                 | Greenfield      | WI    | 53228      |         |
| Gleason Industrial Products Inc.         |                           | 15664 Collection Center Drive           |  |                 | Chicago         | IL    | 60693      |         |
| Gleason, Brittanie                       |                           | Address on File                         |  |                 |                 |       |            |         |
| Gleener Marketing Inc                    |                           | 2765 Bates Rd Suite 200                 |  |                 | Montreal        | QC    | H3S 183    | Canada  |
| GLEENER MARKETING INC.                   |                           | 2095 Madison                            |  |                 | Montreal        | QC    | H4B 2T2    | Canada  |
| Gleiberman, Max                          |                           | Address on File                         |  |                 |                 |       |            |         |
| Glenda Sancez                            |                           | Address on File                         |  |                 |                 |       |            |         |
| Glendon Capital Management L.P.          |                           | Address on File                         |  |                 |                 |       |            |         |
| Glendon Opportunities Fund II, L.P.      | Walkers Corporate Limited | Address on File                         |  |                 |                 |       |            |         |
| Glenn, Adrain M.                         |                           | Address on File                         |  |                 |                 |       |            |         |
| Glenn, Kalique                           |                           | Address on File                         |  |                 |                 |       |            |         |
| Glinski, Louisa                          |                           | Address on File                         |  |                 |                 |       |            |         |
| GLL US Retail, L.P.                      | Attn Mr. Brandon Bensons  | c/o GLL Real Estate Partners            | 200 South Orange Avenue,<br>Suite 1375 |                 | Orlando         | FL    | 32801      |         |
| GLL US Retail, L.P.                      | Baker & Hostetler, LLP    | Michael C. Wilde, Esq.                  | 200 South Orange Ave.,<br>Suite 2300   | SunTrust Center | Orlando         | FL    | 32801      |         |
| Global Equipment Company Inc.            |                           | 11 Harbor Park Drive                    |  |                 | Port Washington | NY    | 11050      |         |
| Global Kangaroo Creative Co., Ltd        |                           | 5F., No. 36, Huanxi St                  |  |                 | Taipei          |       | 111        | Taiwan  |
| GLOBAL KANGAROO CREATIVE<br>COMPANY LTD. |                           | 2F. No. 117, Sec. 1,<br>ZhongCheng Rd., | Shilin Dist.,                          |                 | Taipei City     |       | 111        | Taiwan  |
| Gloria Hinson                            |                           | Address on File                         |  |                 |                 |       |            |         |
| Gloria Leyva                             |                           | Address on File                         |  |                 |                 |       |            |         |
| Glover, Adam B.                          |                           | Address on File                         |  |                 |                 |       |            |         |
| Glover, Anaiah                           |                           | Address on File                         |  |                 |                 |       |            |         |
| Glover, Joshua                           |                           | Address on File                         |  |                 |                 |       |            |         |
| Gluckman, Elizabeth B.                   |                           | Address on File                         |  |                 |                 |       |            |         |
| Godinez Jr., Ronaldo E.                  |                           | Address on File                         |  |                 |                 |       |            |         |
| Godoy, Amy                               |                           | Address on File                         |  |                 |                 |       |            |         |
| Godson, Peace                            |                           | Address on File                         |  |                 |                 |       |            |         |
| Goebel, Lennox E.                        |                           | Address on File                         |  |                 |                 |       |            |         |
| Goemaere, Dominique M.                   |                           | Address on File                         |  |                 |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1            | Address2 | Address3 | City    | State | Zip   | Country |
|-----------------------------------|--------------------|---------------------|----------|----------|---------|-------|-------|---------|
| GoEngineer, LLC                   |                    | 739 Fort Union Blvd |          |          | Midvale | UT    | 84047 |         |
| Goerlich, Kathryn S.              |                    | Address on File     |          |          |         |       |       |         |
| Goff, Eleanor A.                  |                    | Address on File     |          |          |         |       |       |         |
| Goff, Matthew D.                  |                    | Address on File     |          |          |         |       |       |         |
| Gogol, Samantha E.                |                    | Address on File     |          |          |         |       |       |         |
| Goins, Patricia J.                |                    | Address on File     |          |          |         |       |       |         |
| Gold, Justin                      |                    | Address on File     |          |          |         |       |       |         |
| Goldberg, Samuel M.               |                    | Address on File     |          |          |         |       |       |         |
| Golden, Amanda                    |                    | Address on File     |          |          |         |       |       |         |
| Golden, Sarah                     |                    | Address on File     |          |          |         |       |       |         |
| Goldman, Donna B.                 |                    | Address on File     |          |          |         |       |       |         |
| Goldstein, Suzanne                |                    | Address on File     |          |          |         |       |       |         |
| Golik, Kristen M.                 |                    | Address on File     |          |          |         |       |       |         |
| Golin Harris, International, Inc. |                    | 13455 Noel Road     | Floor 11 |          | Dallas  | TX    | 75240 |         |
| Gomberg-Shanahan, Mara            |                    | Address on File     |          |          |         |       |       |         |
| Gomer, Reylicia K.                |                    | Address on File     |          |          |         |       |       |         |
| Gomes, Lino M.                    |                    | Address on File     |          |          |         |       |       |         |
| Gomes, Marcus A.                  |                    | Address on File     |          |          |         |       |       |         |
| Gomez Jr., Miguel A.              |                    | Address on File     |          |          |         |       |       |         |
| Gomez Lopez, Roselyn M.           |                    | Address on File     |          |          |         |       |       |         |
| Gomez Perez, Catalina             |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Armando                    |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Diego                      |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Edgar G.                   |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Emely                      |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Hilda                      |                    | Address on File     |          |          |         |       |       |         |
| Gomez, John G.                    |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Ketzally                   |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Kimberly                   |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Lena                       |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Lizbeth                    |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Maria D.                   |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Michelle M.                |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Octavio                    |                    | Address on File     |          |          |         |       |       |         |
| Gomez, Victor H.                  |                    | Address on File     |          |          |         |       |       |         |
| Goncalves Pedro, Ronaldo          |                    | Address on File     |          |          |         |       |       |         |
| Gondolf, Melissa J.               |                    | Address on File     |          |          |         |       |       |         |
| Gonell, Brian                     |                    | Address on File     |          |          |         |       |       |         |
| Gonsalves, Rachel C.              |                    | Address on File     |          |          |         |       |       |         |
| Gonsman, Alexia                   |                    | Address on File     |          |          |         |       |       |         |
| Gonyea, Michele                   |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Andrea R.               |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Barbara A.              |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Christina               |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Essence                 |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Heidi C.                |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Lorissa C.              |                    | Address on File     |          |          |         |       |       |         |
| Gonzales, Natalie                 |                    | Address on File     |          |          |         |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName | Address1                | Address2    | Address3 | City           | State | Zip   | Country |
|----------------------------------|--------------------|-------------------------|-------------|----------|----------------|-------|-------|---------|
| Gonzales, Roberta                |                    | Address on File         |             |          |                |       |       |         |
| Gonzales, Sarah R.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzales, Socorro                |                    | Address on File         |             |          |                |       |       |         |
| Gonzales, Steve M.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzales-Valle, Enrique          |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez Reyes, Liliana          |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Adrian                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Alexia A.              |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Amanda                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Amanda M.              |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Bryan                  |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Cynthia                |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Dominique              |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Gianna C.              |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Gilberto               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Hensey                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, India M.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Isabel                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Jaclyn                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Jacob                  |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Jeremiah               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Jessica                |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Jorge E.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Joshua A.              |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Kathryn S.             |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Kiana                  |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Louis                  |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Luis R.                |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Luisa G.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Manuel                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Maria G.               |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Raquel                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez, Robert                 |                    | Address on File         |             |          |                |       |       |         |
| Gonzalez-Ardon, Ayla M.          |                    | Address on File         |             |          |                |       |       |         |
| Goocher, Laci A.                 |                    | Address on File         |             |          |                |       |       |         |
| Good - Derr, Emily M.            |                    | Address on File         |             |          |                |       |       |         |
| Good Fulton & Farrell Architects |                    | 2808 Fairmount          | Suite 300   |          | Dallas         | TX    | 75201 |         |
| Good, Mark W.                    |                    | Address on File         |             |          |                |       |       |         |
| Goode, John C.                   |                    | Address on File         |             |          |                |       |       |         |
| GOODHEW LLC.                     |                    | 1907 Crutchfield Street |             |          | Chattanooga    | TN    | 37406 |         |
| GOODHEW LLC.                     |                    | 2389 Sassfrass Lane     |             |          | Powder Springs | GA    | 37402 |         |
| Goodhew, LLC                     |                    | 430 Chestnut Street     | Third Floor |          | Chattanooga    | TN    | 37402 |         |
| Goodlett, Morai                  |                    | Address on File         |             |          |                |       |       |         |
| Goodman, April J.                |                    | Address on File         |             |          |                |       |       |         |
| Goodman, Mitchel G.              |                    | Address on File         |             |          |                |       |       |         |
| Goodman, Rosie                   |                    | Address on File         |             |          |                |       |       |         |
| Goodman, Tracy L.                |                    | Address on File         |             |          |                |       |       |         |
| Goodwin, David A.                |                    | Address on File         |             |          |                |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName        | Address1                      | Address2     | Address3 | City          | State | Zip        | Country |
|---|---------------------------|-------------------------------|--------------|----------|---------------|-------|------------|---------|
| Google, Inc.                                |                           | Department No 33654           | PO Box 39000 |          | San Francisco | CA    | 94139-3181 |         |
| Goozey, Nicolas                             |                           | Address on File               |              |          |               |       |            |         |
| Gordon Brothers Asset Advisors, LLC         |                           | 101 Huntington Ave Suite 1100 |              |          | Boston        | MA    | 02199      |         |
| Gordon III, Robert                          |                           | Address on File               |              |          |               |       |            |         |
| Gordon, Alivia M.                           |                           | Address on File               |              |          |               |       |            |         |
| Gordon, Beverly P.                          |                           | Address on File               |              |          |               |       |            |         |
| Gordon, Eva M.                              |                           | Address on File               |              |          |               |       |            |         |
| Gordon, Grace                               |                           | Address on File               |              |          |               |       |            |         |
| Gordon, Stephanie A.                        |                           | Address on File               |              |          |               |       |            |         |
| Goree, Jamarion                             |                           | Address on File               |              |          |               |       |            |         |
| Gorham, Jesse                               |                           | Address on File               |              |          |               |       |            |         |
| Gorman, Ellen N.                            |                           | Address on File               |              |          |               |       |            |         |
| Gorman, Sylvia                              |                           | Address on File               |              |          |               |       |            |         |
| Gormley, Patricia A.                        |                           | Address on File               |              |          |               |       |            |         |
| Goroum, Bobbie                              |                           | Address on File               |              |          |               |       |            |         |
| Gose, John D.                               |                           | Address on File               |              |          |               |       |            |         |
| Gosnell, Daniel S.                          |                           | Address on File               |              |          |               |       |            |         |
| Gott, Kimberley                             |                           | Address on File               |              |          |               |       |            |         |
| Gould, Michaela C.                          |                           | Address on File               |              |          |               |       |            |         |
| Goulet, Madeleine                           |                           | Address on File               |              |          |               |       |            |         |
| Goulston & Storrs PC,                       | Attention WS - NATICK     | One Post Office Square        |              |          | Boston        | MA    | 02109      |         |
| Goulston & Storrs, P.C.                     | Attn W/S - The Street     | 400 Atlantic Ave              |              |          | Boston        | MA    | 02110-3333 |         |
| Gourley, Adam M.                            |                           | Address on File               |              |          |               |       |            |         |
| Goutmann, Christine                         |                           | Address on File               |              |          |               |       |            |         |
| Government of the District of Columbia      | Office of Tax and Revenue | P.O. Box 679                  |              |          | Washington    | DC    | 20044-0679 |         |
| Government of the District of Columbia      |                           | 1101 4th Street, SW           | Suite 800W   |          | Washington    | DC    | 20024      |         |
| Government of the District of Columbia      |                           | P.O. Box 679                  |              |          | Washington    | DC    | 20044-0679 |         |
| Grabowski, Dennis                           |                           | Address on File               |              |          |               |       |            |         |
| Grabowski, Jill                             |                           | Address on File               |              |          |               |       |            |         |
| Grabski, Catherine C.                       |                           | Address on File               |              |          |               |       |            |         |
| Grace Manufacturing and Microplane Division |                           | 15414 Bay Tree Landing        |              |          | Cypress       | TX    | 77429      |         |
| Grace Manufacturing and Microplane Division |                           | 614 SR 247                    |              |          | Russellville  | AR    | 72802      |         |
| Grace Manufacturing and Microplane Division |                           | 18910 Hikers Trail Dr.        |              |          | Humble        | TX    | 77346      |         |
| Grace, Brian                                |                           | Address on File               |              |          |               |       |            |         |
| Grace, Sasha                                |                           | Address on File               |              |          |               |       |            |         |
| Gracida, Adela G.                           |                           | Address on File               |              |          |               |       |            |         |
| Graciel Hernandez                           |                           | Address on File               |              |          |               |       |            |         |
| Graciel Hernandez                           |                           | Address on File               |              |          |               |       |            |         |
| Grady, Devon A.                             |                           | Address on File               |              |          |               |       |            |         |
| Grady, Joshua                               |                           | Address on File               |              |          |               |       |            |         |
| Grady, Sarah J.                             |                           | Address on File               |              |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName                      | Address1                  | Address2             | Address3 | City        | State | Zip        | Country |
|--------------------------------------|---|---------------------------|----------------------|----------|-------------|-------|------------|---------|
| Grafton, Deborah                     |   | Address on File           |                      |          |             |       |            |         |
| GRAHAM SIMS JESSUP                   |   | Address on File           |                      |          |             |       |            |         |
| Graham, Brigitte                     |   | Address on File           |                      |          |             |       |            |         |
| Graham, Dawn L.                      |   | Address on File           |                      |          |             |       |            |         |
| Graham, Destiny                      |   | Address on File           |                      |          |             |       |            |         |
| Graham, Kenneth                      |   | Address on File           |                      |          |             |       |            |         |
| Graham, Margaret                     |   | Address on File           |                      |          |             |       |            |         |
| Graham, Sarah                        | Burgsimpson                             | Marsh, Stephan            | 40 Inverness Dr East |          | Englewood   | CO    | 80112      |         |
| Grainger                             |   | Dept 192 - 834017253      |                      |          | Palatine    | IL    | 60038-0001 |         |
| Grainger                             |   | Dept. 834017253           | PO Box 419267        |          | Kansas City | MO    | 64141-6267 |         |
| Grainger                             |   | DEPT. 818234965           |                      |          | PALATINE    | IL    | 60038-0003 |         |
| Grajales, Heike                      |   | Address on File           |                      |          |             |       |            |         |
| Grajeda, Sonia M.                    |   | Address on File           |                      |          |             |       |            |         |
| Granados, Danny M.                   |   | Address on File           |                      |          |             |       |            |         |
| Grand Fusion Housewares, Inc.        |   | 12 Partridge              |                      |          | Irvine      | CA    | 92604      |         |
| Grande Communications Network        | c/o Astound                             | 401 Carlson Circle        |                      |          | San Marcos  | TX    | 78666      |         |
| Grande Communications Network        |   | PO Box 679367             |                      |          | Dallas      | TX    | 75267-9367 |         |
| Grandpre, Jeremy T.                  |   | Address on File           |                      |          |             |       |            |         |
| Granger, Ashtyn                      |   | Address on File           |                      |          |             |       |            |         |
| Granger, Crystal T.                  |   | Address on File           |                      |          |             |       |            |         |
| Granger, Jared                       |   | Address on File           |                      |          |             |       |            |         |
| Granieri, Sam                        |   | Address on File           |                      |          |             |       |            |         |
| Granite Telecommunications, LLC      |   | 100 Newport Ave Extension |                      |          | Quincy      | MA    | 02171      |         |
| GRANT HOWARD                         |   | Address on File           |                      |          |             |       |            |         |
| GRANT HOWARD                         |   | Address on File           |                      |          |             |       |            |         |
| Grant Howard Associates, LLC         |   | 450 Heritage Road         |                      |          | Southbury   | CT    | 06488      |         |
| Grant Parish Sheriffs Sales Tax Fund |   | PO Box 187                |                      |          | Colfax      | LA    | 71417      |         |
| Grant, Destiny T.                    |   | Address on File           |                      |          |             |       |            |         |
| Grant, Estra G.                      |   | Address on File           |                      |          |             |       |            |         |
| Grant, Jeannie L.                    |   | Address on File           |                      |          |             |       |            |         |
| Grant, Michael                       |   | Address on File           |                      |          |             |       |            |         |
| Grant, Sana                          |   | Address on File           |                      |          |             |       |            |         |
| Grant, Tiara M.                      |   | Address on File           |                      |          |             |       |            |         |
| Grant, Trayvonne C.                  |   | Address on File           |                      |          |             |       |            |         |
| Graphique de France                  |   | 9 State Street            |                      |          | Woburn      | MA    | 01801      |         |
| Graser, Karen A.                     |   | Address on File           |                      |          |             |       |            |         |
| Grassinger-Kleiss, Alida N.          |   | Address on File           |                      |          |             |       |            |         |
| Graumann, Neal R.                    |   | Address on File           |                      |          |             |       |            |         |
| Gravel Rating Systems LLC            | Timothy Devlin, Esq. Paul Richter, Esq. | Devlin Law Firm LLC       | 1526 Gilpin Avenue   |          | Wilmington  | DE    | 19806      |         |
| Gravel Rating Systems LLC            |   | 5850 Waterloo Road, #140  |                      |          | Columbia    | MD    | 21045      |         |
| Graves, Brad L.                      |   | Address on File           |                      |          |             |       |            |         |
| Graves, Casey                        |   | Address on File           |                      |          |             |       |            |         |
| Graves, Dino A.                      |   | Address on File           |                      |          |             |       |            |         |
| Graves, Ryan                         |   | Address on File           |                      |          |             |       |            |         |
| Gray, Haley P.                       |   | Address on File           |                      |          |             |       |            |         |
| Gray, Jeremiah E.                    |   | Address on File           |                      |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName   | Address1                       | Address2                       | Address3 | City             | State | Zip        | Country |
|-----------------------------------|----------------------|--------------------------------|--------------------------------|----------|------------------|-------|------------|---------|
| Graziano Pena                     |                      | Address on File                |                                |          |                  |       |            |         |
| Great American Insurance Company  |                      | 3561 Solutions Center          |                                |          | Chicago          | IL    | 60677-3005 |         |
| Great Luck, Inc                   |                      | 1861 Western Way               |                                |          | Torrance         | CA    | 90501      |         |
| Greathouse, Eric M.               |                      | Address on File                |                                |          |                  |       |            |         |
| GREEN EQUITY INVESTORS SIDE V L P |                      | Address on File                |                                |          |                  |       |            |         |
| GREEN EQUITY INVESTORS V L P      |                      | Address on File                |                                |          |                  |       |            |         |
| Green Hills Mall TRG LLC          | General Counsel      | c/o The Taubman Company LLC    | 200 E. Long Lake Rd, Suite 300 |          | Bloomfield Hills | MI    | 48304-2324 |         |
| Green Hills Mall TRG LLC          | Lease Administration | 200 E. Long Lake Rd, Suite 300 |                                |          | Bloomfield Hills | MI    | 48304-2324 |         |
| Green Hills Mall TRG LLC          |                      | PO Box 674523                  |                                |          | Detroit          | MI    | 48267-4523 |         |
| Green, Ayodele W.                 |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Conner L.                  |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Jordan                     |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Kaitlyn                    |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Khalil D.                  |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Kobe M.                    |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Kyle                       |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Mackenzi                   |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Margaret M.                |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Rachel K.                  |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Silohette                  |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Terence C.                 |                      | Address on File                |                                |          |                  |       |            |         |
| Green, Zare D.                    |                      | Address on File                |                                |          |                  |       |            |         |
| Greene, Ernestine Y.              |                      | Address on File                |                                |          |                  |       |            |         |
| Greene, Jennifer C.               |                      | Address on File                |                                |          |                  |       |            |         |
| Greene, Jeremy                    |                      | Address on File                |                                |          |                  |       |            |         |
| Greene, Marquise                  |                      | Address on File                |                                |          |                  |       |            |         |
| Greene, Riyssa D.                 |                      | Address on File                |                                |          |                  |       |            |         |
| Greene-Buckner, SueCarol          |                      | Address on File                |                                |          |                  |       |            |         |
| Greenfield, Molly M.              |                      | Address on File                |                                |          |                  |       |            |         |
| Greensfelder, Hemker & Gale, P.C. | Thomas L. Story      | 10 S. Broadway, Suite 2000     |                                |          | St. Louis        | MO    | 63102      |         |
| Greenstein, Martin                |                      | Address on File                |                                |          |                  |       |            |         |
| Greenwood, Wendy S.               |                      | Address on File                |                                |          |                  |       |            |         |
| Greenzalis, Melinda               |                      | Address on File                |                                |          |                  |       |            |         |
| Greer, Jimmie L.                  |                      | Address on File                |                                |          |                  |       |            |         |
| GREG DEATON                       |                      | Address on File                |                                |          |                  |       |            |         |
| Greg Engel                        |                      | Address on File                |                                |          |                  |       |            |         |
| Grega, Christopher J.             |                      | Address on File                |                                |          |                  |       |            |         |
| Grego, Daniel J.                  |                      | Address on File                |                                |          |                  |       |            |         |
| Gregory, Faith Y.                 |                      | Address on File                |                                |          |                  |       |            |         |
| Gregory, Kyle E.                  |                      | Address on File                |                                |          |                  |       |            |         |
| Gregory, Quincy C.                |                      | Address on File                |                                |          |                  |       |            |         |
| Gregson, Kipton                   |                      | Address on File                |                                |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName | Address1  | Address2   | Address3 | City              | State | Zip        | Country |
|---|--------------------|---|------------|----------|-------------------|-------|------------|---------|
| Greiner, Leslie                                 |                    | Address on File   |            |          |                   |       |            |         |
| Greisl, Elizabeth                               |                    | Address on File   |            |          |                   |       |            |         |
| GREP Central, LP                                |                    | 600 E. Las Colinas Boulevard                                      | Suite 2100 |          | Irving            | TX    | 75039      |         |
| Gresham, Jessica L.                             |                    | Address on File   |            |          |                   |       |            |         |
| Greta Venckevicius                              |                    | Address on File   |            |          |                   |       |            |         |
| Grewe, Kevin                                    |                    | Address on File   |            |          |                   |       |            |         |
| Griache, Johanna                                |                    | Address on File   |            |          |                   |       |            |         |
| Grid Dynamics Holdings, Inc.                    |                    | 5000 Executive Parkway  | Suite 520  |          | San Ramon         | CA    | 94583      |         |
| Grier, Amy S.                                   |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Angela                                 |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Barrington                             |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Baylee M.                              |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Cameron                                |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Halee                                  |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Lokia                                  |                    | Address on File   |            |          |                   |       |            |         |
| Griffin, Laura P.                               |                    | Address on File   |            |          |                   |       |            |         |
| Griggs, Lance W.                                |                    | Address on File   |            |          |                   |       |            |         |
| Grimaldo, Alisa M.                              |                    | Address on File   |            |          |                   |       |            |         |
| Grimm, Lori G.                                  |                    | Address on File   |            |          |                   |       |            |         |
| Grinnell, Latasha L.                            |                    | Address on File   |            |          |                   |       |            |         |
| Grissom, Bailee                                 |                    | Address on File   |            |          |                   |       |            |         |
| Gronck, Jennifer K.                             |                    | Address on File   |            |          |                   |       |            |         |
| Grooms, Mallory G.                              |                    | Address on File   |            |          |                   |       |            |         |
| Groot INC                                       |                    | 2500 Landmeier Rd   |            |          | Elk Grove Village | IL    | 60007-2627 |         |
| Groth, Vicki M.                                 |                    | Address on File   |            |          |                   |       |            |         |
| Group & Pension Administrators                  |                    | PO Box 971587   |            |          | Dallas            | TX    | 75397-1587 |         |
| GroupBy USA, Inc.                               |                    | 1717 W. 6th Street  | Suite 260  |          | Austin            | TX    | 78703      |         |
| GROUPE SEB                                      |                    | 424 Morganza Rd.  |            |          | Canonsburg        | PA    | 15317      |         |
| Grown and Flown LLC                             |                    | 1 Boulder Brae Lane   |            |          | Larchmont         | NY    | 10538      |         |
| Grubb, Emma K.                                  |                    | Address on File   |            |          |                   |       |            |         |
| Gruenhagen, Dawn M.                             |                    | Address on File   |            |          |                   |       |            |         |
| Grunfeld, Desiderio, Lebowitz,<br>Silverman &   |                    | 599 Lexington Avenue, FL.36                                       |            |          | New York          | NY    | 10022-7648 |         |
| Grutkowski, Adam A.                             |                    | Address on File   |            |          |                   |       |            |         |
| Grzeskowiak, Patricia A.                        |                    | Address on File   |            |          |                   |       |            |         |
| GSL Graphic Solutions, LLC                      |                    | PO Box 3103   |            |          | Minneapolis       | MN    | 55403      |         |
| Gu, Jin   |                    | Address on File   |            |          |                   |       |            |         |
| Guadian, Victoria                               |                    | Address on File   |            |          |                   |       |            |         |
| Guajardo, Rudy                                  |                    | Address on File   |            |          |                   |       |            |         |
| Guajardo, Sandra L.                             |                    | Address on File   |            |          |                   |       |            |         |
| Guanes, Pablo                                   |                    | Address on File   |            |          |                   |       |            |         |
| Guangdong Hollon Plastic<br>Technology Co.,Ltd. |                    | 10F, JinYun Shiji<br>Building, No.6033, Shennan<br>Avenue, Futian | SHEZHEN    |          | GUANGDONG         |       | 518040     | China   |
| Guangdong Hollon Plastic<br>Technology Co.,Ltd. |                    | 10F, JinYun Shiji<br>Building, No.6033, Shennan<br>Avenue, Futian | SHEZHEN    |          | GUANGDONG         |       | 518042     | China   |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1  | Address2                         | Address3 | City               | State | Zip    | Country |
|--|--------------------|---|----------------------------------|----------|--------------------|-------|--------|---------|
| Guangdong Hollon Plastic Technology Co.,Ltd. |                    | Block3-4 GuangFa Industrial Shanwei,Xiashan Chaonan,Shantou | SHANTOU                          |          | GUANGDONG          |       | 515144 | China   |
| GuangDong Hualong Stationery Co. Ltd.        |                    | Block 3 Guangfa Industrial Zone                             | Xiashan Chaonan District Shantou |          | Shantou            |       | 515144 | China   |
| GUANGDONG WOODSUN HOUSEWARE CO. LTD          |                    | Dawang Industiral Park, Heshan Town, Yangdong County,       | Yangjiang City                   |          | Guangdong Province |       | 529933 | China   |
| Guardado, Haley                              |                    | Address on File   |                                  |          |                    |       |        |         |
| Guardado, Karla A.                           |                    | Address on File   |                                  |          |                    |       |        |         |
| GuardServices USA                            |                    | 200 Varick Street   | 5th Floor                        |          | New York           | NY    | 10014  |         |
| Guberman, Benson & Calise, LLC               |                    | 654 Newman Springs Road, Suite F                            |                                  |          | Lincroft           | NJ    | 07738  |         |
| GUDEE CO., LTD.                              |                    | 7F, No. 268, Ruiguang Rd                                    | Neihu Dist                       |          | Taipei             |       | 11491  | Taiwan  |
| Gudee Co., Ltd.                              |                    | 7F, No.268, Ruiguang Rd., Neihu District                    |                                  |          | Taipei             |       | 11491  | Taiwan  |
| Guenther, Asha                               |                    | Address on File   |                                  |          |                    |       |        |         |
| Guerra, Gabriela M.                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guerrero, Guadalupe                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guerrero, Iris M.                            |                    | Address on File   |                                  |          |                    |       |        |         |
| Guerrero, Jose A.                            |                    | Address on File   |                                  |          |                    |       |        |         |
| Guerrero, Olivia G.                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Angel                               |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Cathy J.                            |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Christopher                         |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Claribel                            |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, David                               |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Oscar                               |                    | Address on File   |                                  |          |                    |       |        |         |
| Guevara, Roxanne                             |                    | Address on File   |                                  |          |                    |       |        |         |
| Guidry, Chassidy J.                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guiet, Sarah N.                              |                    | Address on File   |                                  |          |                    |       |        |         |
| Guiheneuf, Vincent                           |                    | Address on File   |                                  |          |                    |       |        |         |
| Guilbe - Robles, Lisnel                      |                    | Address on File   |                                  |          |                    |       |        |         |
| Guild, Cindy                                 |                    | Address on File   |                                  |          |                    |       |        |         |
| Guillen, Bernadette                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guillinta, Sabrina F.                        |                    | Address on File   |                                  |          |                    |       |        |         |
| Guillory, Michael H.                         |                    | Address on File   |                                  |          |                    |       |        |         |
| Guillory, Morgan R.                          |                    | Address on File   |                                  |          |                    |       |        |         |
| Guizar, Maritza                              |                    | Address on File   |                                  |          |                    |       |        |         |
| Gulbrandsen, Amy                             |                    | Address on File   |                                  |          |                    |       |        |         |
| Gulfstream Park Racing Association, Inc.     | Natalie Hunninghan | 601 Silks Run Suite 1460                                    |                                  |          | Hallandale Beach   | FL    | 33009  |         |
| Gulfstream Park Racing Association, Inc.     |                    | 901 S. Federal Highway                                      |                                  |          | Hallandale Beach   | FL    | 33009  |         |
| Gumz, Paula Jean                             |                    | Address on File   |                                  |          |                    |       |        |         |
| Gundu, Vamshi                                |                    | Address on File   |                                  |          |                    |       |        |         |
| Gunkel, Samantha                             |                    | Address on File   |                                  |          |                    |       |        |         |
| Guns Jr., Peter M.                           |                    | Address on File   |                                  |          |                    |       |        |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName | Address1                           | Address2 | Address3 | City        | State | Zip   | Country |
|----------------------------------|--------------------|------------------------------------|----------|----------|-------------|-------|-------|---------|
| Gunta Kaza                       |                    | Address on File                    |          |          |             |       |       |         |
| Gupta, Kabir K.                  |                    | Address on File                    |          |          |             |       |       |         |
| Gural-Sandoe, Catherine          |                    | Address on File                    |          |          |             |       |       |         |
| Guran, Jason A.                  |                    | Address on File                    |          |          |             |       |       |         |
| Gurdian, Alex                    |                    | Address on File                    |          |          |             |       |       |         |
| Gurgew, Gary M.                  |                    | Address on File                    |          |          |             |       |       |         |
| Gurova, Inga A.                  |                    | Address on File                    |          |          |             |       |       |         |
| Gusmus, Gavyn J.                 |                    | Address on File                    |          |          |             |       |       |         |
| Gustafson, Christine M.          |                    | Address on File                    |          |          |             |       |       |         |
| Gut, Alexis J.                   |                    | Address on File                    |          |          |             |       |       |         |
| Gutermuth-Murchison, Trystan G.  |                    | Address on File                    |          |          |             |       |       |         |
| Guthrie, Ryan                    |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez Baltazar, Marcirose C. |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez Leon, Maria A.         |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Aryanna               |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Cathryn               |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Dalinda A.            |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Gisella               |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Gretchen G.           |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Jessenia              |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Jose G.               |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Julia A.              |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Milan                 |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Sierra                |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez, Theresa               |                    | Address on File                    |          |          |             |       |       |         |
| Gutierrez-Moyo, Judith A.        |                    | Address on File                    |          |          |             |       |       |         |
| Guy, Daniasha M.                 |                    | Address on File                    |          |          |             |       |       |         |
| Guy, Jana                        |                    | Address on File                    |          |          |             |       |       |         |
| Guyler, Robert W.                |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Alicia R.                |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Dora B.                  |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Erica G.                 |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Michelle                 |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Randy A.                 |                    | Address on File                    |          |          |             |       |       |         |
| Guzman, Roberto                  |                    | Address on File                    |          |          |             |       |       |         |
| Gwaltney, Holly                  |                    | Address on File                    |          |          |             |       |       |         |
| Gwin, Abena-Adora                |                    | Address on File                    |          |          |             |       |       |         |
| Gwin, Roberta J.                 |                    | Address on File                    |          |          |             |       |       |         |
| Gyawali, Shreya                  |                    | Address on File                    |          |          |             |       |       |         |
| H. Schultz & Sons                |                    | 777 Lehigh Avenue                  |          |          | Union       | NJ    | 07083 |         |
| Haake, Diana K.                  |                    | Address on File                    |          |          |             |       |       |         |
| Haaland, Karl                    |                    | Address on File                    |          |          |             |       |       |         |
| Habecker, Matthew J.             |                    | Address on File                    |          |          |             |       |       |         |
| Habia, Monica                    |                    | Address on File                    |          |          |             |       |       |         |
| Habtemicael, Helen               |                    | Address on File                    |          |          |             |       |       |         |
| HACA CO., LTD                    |                    | 64/20 Le Quang Dinh st, Binh Thanh |          |          | Ho Chi Minh |       | 50000 | Vietnam |
| Hachani, Lamia                   |                    | Address on File                    |          |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName   | Address1                        | Address2 | Address3 | City          | State | Zip        | Country |
|--|----------------------|---------------------------------|----------|----------|---------------|-------|------------|---------|
| HACHETTE BOOK GROUP                      | Chronicle Books      | 680 Second Street               |          |          | San Francisco | CA    | 94107      |         |
| HACHETTE BOOK GROUP                      |                      | 185 Mt Zion Road                |          |          | Lebanon       | IN    | 46052      |         |
| HACHETTE BOOK GROUP                      |                      | 3 Center Plaza                  |          |          | Boston        | MA    | 02108      |         |
| HACHETTE BOOK GROUP DBA THE QUARTO GROUP |                      | 100 Cummings Center, Suite 265D |          |          | Beverly       | MA    | 01915      |         |
| Hachette Book Group DBA THE QUARTO GROUP |                      | 237 Park Avenue                 |          |          | New York      | NY    | 10017      |         |
| HACHETTE BOOK GROUP DBA THE QUARTO GROUP |                      | 1290 Avenue of the Americas     |          |          | New York      | NY    | 10104      |         |
| Hackett, McKinley                        |                      | Address on File                 |          |          |               |       |            |         |
| Hackett, Melissa                         |                      | Address on File                 |          |          |               |       |            |         |
| Haden                                    | Studio Designs, Inc. | 6027 Bandini Blvd.              |          |          | Commerce      | CA    | 90040      |         |
| Haden DBA Studio Designs, Inc.           |                      | 12265 El Camino Real Suite #100 |          |          | San Diego     | CA    | 92130      |         |
| Hadia Aamar                              |                      | Address on File                 |          |          |               |       |            |         |
| Hafele Midwest Division                  |                      | PO BOX 890779                   |          |          | CHARLOTTE     | NC    | 28289-0779 |         |
| Hagan, Caroline E.                       |                      | Address on File                 |          |          |               |       |            |         |
| Hagedorn, Audrianna                      |                      | Address on File                 |          |          |               |       |            |         |
| Hager, Lilly G.                          |                      | Address on File                 |          |          |               |       |            |         |
| HAGERTY                                  |                      | 3801 W Linden Ave               |          |          | South Bend    | IN    | 46619      |         |
| Hagerty, Kathleen                        |                      | Address on File                 |          |          |               |       |            |         |
| Hagg, Brenda L.                          |                      | Address on File                 |          |          |               |       |            |         |
| Haggerty, Katherine                      |                      | Address on File                 |          |          |               |       |            |         |
| Haggett, Julie                           |                      | Address on File                 |          |          |               |       |            |         |
| Hague, Matthew                           |                      | Address on File                 |          |          |               |       |            |         |
| Hahn, Erin                               |                      | Address on File                 |          |          |               |       |            |         |
| Hahn, Kuhrt J.                           |                      | Address on File                 |          |          |               |       |            |         |
| Hahnfeld, Marinee                        |                      | Address on File                 |          |          |               |       |            |         |
| Haiku, Stevie                            |                      | Address on File                 |          |          |               |       |            |         |
| Hailee Corbin                            |                      | Address on File                 |          |          |               |       |            |         |
| Hair Tie Hub LLC                         |                      | 6130 West Flamingo Rd.          | PMB 4039 |          | Las Vegas     | NV    | 89103      |         |
| HAIR TIE HUB LLC.                        |                      | 9884 Ridge Hill Ave             |          |          | Las Vegas     | NV    | 89147      |         |
| Haji, Shaymaa K.                         |                      | Address on File                 |          |          |               |       |            |         |
| Hale, Kaitlyn P.                         |                      | Address on File                 |          |          |               |       |            |         |
| Hale, Madaline K.                        |                      | Address on File                 |          |          |               |       |            |         |
| Haley, LaWanda L.                        |                      | Address on File                 |          |          |               |       |            |         |
| Haliburton, Kevin D.                     |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Christopher A.                     |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Daisha                             |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Darren S.                          |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Deanna T.                          |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Esten R.                           |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Jared C.                           |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Jason A.                           |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Justin                             |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Okoko J.                           |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Paulette D.                        |                      | Address on File                 |          |          |               |       |            |         |
| Hall, Tiler                              |                      | Address on File                 |          |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName | Address1        | Address2 | Address3 | City | State | Zip | Country |
|-----------------------------|--------------------|-----------------|----------|----------|------|-------|-----|---------|
| Hall, Tori                  |                    | Address on File |          |          |      |       |     |         |
| Halle, Jose M.              |                    | Address on File |          |          |      |       |     |         |
| Halligan, Lorena            |                    | Address on File |          |          |      |       |     |         |
| Hallman, Marzena            |                    | Address on File |          |          |      |       |     |         |
| Hallowell, Anifatu          |                    | Address on File |          |          |      |       |     |         |
| Halpin, Sean C.             |                    | Address on File |          |          |      |       |     |         |
| Halter, Wendy S.            |                    | Address on File |          |          |      |       |     |         |
| Haltom, Steve A.            |                    | Address on File |          |          |      |       |     |         |
| Halvorson, Jonah J.         |                    | Address on File |          |          |      |       |     |         |
| Hamasaki, Dwayne            |                    | Address on File |          |          |      |       |     |         |
| Hambright, Bryan L.         |                    | Address on File |          |          |      |       |     |         |
| Hambright, Courtney M.      |                    | Address on File |          |          |      |       |     |         |
| Hamer, Jessica A.           |                    | Address on File |          |          |      |       |     |         |
| Hamilton Jr., Eric K.       |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Dodi              |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Emily K.          |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Lisa              |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Madeline G.       |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Mary E.           |                    | Address on File |          |          |      |       |     |         |
| Hamilton, McKenna           |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Steven C.         |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Sydney C.         |                    | Address on File |          |          |      |       |     |         |
| Hamilton, William J.        |                    | Address on File |          |          |      |       |     |         |
| Hamilton, Yachiyo           |                    | Address on File |          |          |      |       |     |         |
| Hamlett, Andrea T.          |                    | Address on File |          |          |      |       |     |         |
| Hamlett-Crayton, Michele M. |                    | Address on File |          |          |      |       |     |         |
| Hamlin, Kevin C.            |                    | Address on File |          |          |      |       |     |         |
| Hammad, Hesham E.           |                    | Address on File |          |          |      |       |     |         |
| Hammel, Lucinda             |                    | Address on File |          |          |      |       |     |         |
| Hammer, Carrie A.           |                    | Address on File |          |          |      |       |     |         |
| Hammer, Emma                |                    | Address on File |          |          |      |       |     |         |
| Hammond, Cameron            |                    | Address on File |          |          |      |       |     |         |
| Hammond, Constance L.       |                    | Address on File |          |          |      |       |     |         |
| Hammond, Marvin             |                    | Address on File |          |          |      |       |     |         |
| Hampton, Jacoby             |                    | Address on File |          |          |      |       |     |         |
| Hamza, Abdelaziz E.         |                    | Address on File |          |          |      |       |     |         |
| Hanabergh, John L.          |                    | Address on File |          |          |      |       |     |         |
| Hancock, Amber              |                    | Address on File |          |          |      |       |     |         |
| Hand, Davon                 |                    | Address on File |          |          |      |       |     |         |
| Handlir, Travis             |                    | Address on File |          |          |      |       |     |         |
| Handy, Nyasia               |                    | Address on File |          |          |      |       |     |         |
| Handy, Susan C.             |                    | Address on File |          |          |      |       |     |         |
| Hanks, Rachel               |                    | Address on File |          |          |      |       |     |         |
| Hanna Cox                   |                    | Address on File |          |          |      |       |     |         |
| Hanna-Chambers, Jennifer L. |                    | Address on File |          |          |      |       |     |         |
| Hannah Neat                 |                    | Address on File |          |          |      |       |     |         |
| Hansen, Shannon P.          |                    | Address on File |          |          |      |       |     |         |
| Hanson, Alicia A.           |                    | Address on File |          |          |      |       |     |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1           | Address2 | Address3 | City            | State | Zip     | Country |
|---------------------------------|--------------------|--------------------|----------|----------|-----------------|-------|---------|---------|
| Hanson, Vicky                   |                    | Address on File    |          |          |                 |       |         |         |
| Hanuschik, Karen L.             |                    | Address on File    |          |          |                 |       |         |         |
| Happ, Tom                       |                    | Address on File    |          |          |                 |       |         |         |
| HAPPY HIPPO BATH COMPANY INC.   |                    | 36 Belich Crescent |          |          | Red Deer County | AB    | T4S 2K5 | Canada  |
| Happy Lark Home Organizing, LLC |                    | 146 Berkshire Ct   |          |          | Pittsburgh      | PA    | 15237   |         |
| Haralambopoulos, Sherry         |                    | Address on File    |          |          |                 |       |         |         |
| Haraway, Jennifer A.            |                    | Address on File    |          |          |                 |       |         |         |
| Harbin, Elizabeth A.            |                    | Address on File    |          |          |                 |       |         |         |
| Hardaway, Jael                  |                    | Address on File    |          |          |                 |       |         |         |
| HARDEEP SINGH SAINI             |                    | Address on File    |          |          |                 |       |         |         |
| Hardesty, Jo-Jan                |                    | Address on File    |          |          |                 |       |         |         |
| Harding, Madison P.             |                    | Address on File    |          |          |                 |       |         |         |
| Harding, McKenzie C.            |                    | Address on File    |          |          |                 |       |         |         |
| Hardister, Artena M.            |                    | Address on File    |          |          |                 |       |         |         |
| Hardrick Jr., Claud H.          |                    | Address on File    |          |          |                 |       |         |         |
| Hardy, Gabrielle                |                    | Address on File    |          |          |                 |       |         |         |
| Hardy, Jordan K.                |                    | Address on File    |          |          |                 |       |         |         |
| Hardy, Nancy K.                 |                    | Address on File    |          |          |                 |       |         |         |
| Hardy, Nicholas                 |                    | Address on File    |          |          |                 |       |         |         |
| Hardy, Pepper                   |                    | Address on File    |          |          |                 |       |         |         |
| Harford County                  |                    | PO Box 64069       |          |          | Baltimore       | MD    | 21264   |         |
| Hargis, Marlee S.               |                    | Address on File    |          |          |                 |       |         |         |
| Hargreaves, Austin A.           |                    | Address on File    |          |          |                 |       |         |         |
| Hargrove, Julie D.              |                    | Address on File    |          |          |                 |       |         |         |
| Harkins, Charles D.             |                    | Address on File    |          |          |                 |       |         |         |
| Harlee, Shawn                   |                    | Address on File    |          |          |                 |       |         |         |
| Harley III, Samuel A.           |                    | Address on File    |          |          |                 |       |         |         |
| Harley, Darius A.               |                    | Address on File    |          |          |                 |       |         |         |
| Harmon, Christopher E.          |                    | Address on File    |          |          |                 |       |         |         |
| Harmon, James L.                |                    | Address on File    |          |          |                 |       |         |         |
| Harmon, Tracey                  |                    | Address on File    |          |          |                 |       |         |         |
| Harmount, Beth A.               |                    | Address on File    |          |          |                 |       |         |         |
| Harnish, Jessica                |                    | Address on File    |          |          |                 |       |         |         |
| Harnois, Antonietta             |                    | Address on File    |          |          |                 |       |         |         |
| Haro, Alejandro                 |                    | Address on File    |          |          |                 |       |         |         |
| Haro, Andrea C.                 |                    | Address on File    |          |          |                 |       |         |         |
| Haro, Michelle                  |                    | Address on File    |          |          |                 |       |         |         |
| HAROLD IMPORT CO.               |                    | 747 Vassar Ave.    |          |          | Lakewood        | NJ    | 08701   |         |
| Harold Import Company, Inc.     |                    | 747 Vassar Ave     |          |          | Lakewood        | NJ    | 08701   |         |
| Haros, Erika                    |                    | Address on File    |          |          |                 |       |         |         |
| Harper Jr., James E.            |                    | Address on File    |          |          |                 |       |         |         |
| Harper Jr., Richard C.          |                    | Address on File    |          |          |                 |       |         |         |
| Harper, Jackie L.               |                    | Address on File    |          |          |                 |       |         |         |
| Harrell, Andrew M.              |                    | Address on File    |          |          |                 |       |         |         |
| Harrell, Everett J.             |                    | Address on File    |          |          |                 |       |         |         |
| Harrington II, Kirk J.          |                    | Address on File    |          |          |                 |       |         |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName | Address1                       | Address2 | Address3 | City    | State | Zip        | Country |
|---|--------------------|--------------------------------|----------|----------|---------|-------|------------|---------|
| Harrington, Douglas C.                          |                    | Address on File                |          |          |         |       |            |         |
| Harrington, Scott                               |                    | Address on File                |          |          |         |       |            |         |
| Harris County WCID #116                         |                    | P.O. Box 73109                 |          |          | Houston | TX    | 77273-3109 |         |
| Harris County, Tax Assessor-Collector (Houston) |                    | P O Box 73109                  |          |          | Houston | TX    | 77273      |         |
| Harris III, Charles                             |                    | Address on File                |          |          |         |       |            |         |
| Harris Jr., Antonio                             |                    | Address on File                |          |          |         |       |            |         |
| Harris, Darlene S.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Deasha                                  |                    | Address on File                |          |          |         |       |            |         |
| Harris, Deidre D.                               |                    | Address on File                |          |          |         |       |            |         |
| Harris, Denise                                  |                    | Address on File                |          |          |         |       |            |         |
| Harris, Douglas E.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Ella                                    |                    | Address on File                |          |          |         |       |            |         |
| Harris, Jessica Q.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Kiaira                                  |                    | Address on File                |          |          |         |       |            |         |
| Harris, Lauren                                  |                    | Address on File                |          |          |         |       |            |         |
| Harris, Michael J.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Michael W.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Peter                                   |                    | Address on File                |          |          |         |       |            |         |
| Harris, Robert A.                               |                    | Address on File                |          |          |         |       |            |         |
| Harris, Simona R.                               |                    | Address on File                |          |          |         |       |            |         |
| Harris, Spencer                                 |                    | Address on File                |          |          |         |       |            |         |
| Harris, Tashiba S.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Tashika T.                              |                    | Address on File                |          |          |         |       |            |         |
| Harris, Tiffanie                                |                    | Address on File                |          |          |         |       |            |         |
| Harris, Toni F.                                 |                    | Address on File                |          |          |         |       |            |         |
| Harris, Victoria                                |                    | Address on File                |          |          |         |       |            |         |
| Harrison Landscape and Renovation               |                    | 2633 McKinney Ave Ste 130 #716 |          |          | Dallas  | TX    | 75204      |         |
| Harrison, Antoineya T.                          |                    | Address on File                |          |          |         |       |            |         |
| Harrison, Ebony M.                              |                    | Address on File                |          |          |         |       |            |         |
| Harrison, Edward J.                             |                    | Address on File                |          |          |         |       |            |         |
| Harrison, Kevin E.                              |                    | Address on File                |          |          |         |       |            |         |
| Harrison, Laura                                 |                    | Address on File                |          |          |         |       |            |         |
| Hart, Ashton                                    |                    | Address on File                |          |          |         |       |            |         |
| Hart, Daeshaun                                  |                    | Address on File                |          |          |         |       |            |         |
| Harte-Maxwell, Victoria                         |                    | Address on File                |          |          |         |       |            |         |
| Hartford Fire Insurance Company                 |                    | PO Box 913385                  |          |          | Denver  | CO    | 80291-3385 |         |
| Hartman, Adria                                  |                    | Address on File                |          |          |         |       |            |         |
| Hartman, Leslie M.                              |                    | Address on File                |          |          |         |       |            |         |
| Hartsock, Ashley E.                             |                    | Address on File                |          |          |         |       |            |         |
| Hartsock, Michael C.                            |                    | Address on File                |          |          |         |       |            |         |
| Hartt, Virginia                                 |                    | Address on File                |          |          |         |       |            |         |
| Hartwell, DAndre                                |                    | Address on File                |          |          |         |       |            |         |
| Hartzell, Stephen A.                            |                    | Address on File                |          |          |         |       |            |         |
| Harvest Import Inc.                             |                    | 1651 Browning                  |          |          | Irvine  | CA    | 92606      |         |
| Harvey Jr., Charles A.                          |                    | Address on File                |          |          |         |       |            |         |
| Harvey, Dairus J.                               |                    | Address on File                |          |          |         |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName         | Address1                        | Address2                     | Address3                        | City        | State | Zip   | Country |
|-------------------------------|----------------------------|---------------------------------|------------------------------|---------------------------------|-------------|-------|-------|---------|
| Harvey, Helen C.              |                            | Address on File                 |                              |                                 |             |       |       |         |
| Harvey, Holly                 |                            | Address on File                 |                              |                                 |             |       |       |         |
| Harvey, Natalie               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Harvey, Richard J.            |                            | Address on File                 |                              |                                 |             |       |       |         |
| Harville, Jayvon              |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hasey, Mavis                  | Gorelick Wolfert, P.C.     | Wolfert, Jeffrey                | 200 Frank H Ogawa Plaza      |                                 | Oakland     | CA    | 94612 |         |
| Hasey, Mavis M.               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hash Jr., Daniel J.           |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hasselberger, Cody L.         |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hastings Air Energy           |                            | 5555 S. Westridge Drive         |                              |                                 | New, Berlin | WI    | 53151 |         |
| Hasty, Patricia A.            |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hatch Baby, Inc               |                            | 3790 El Camino Real, Unit #627  |                              |                                 | Palo Alto   | CA    | 94306 |         |
| HATCH, INC.                   |                            | 3790 El Camino Real             | Unit 627                     |                                 | Palo Alto   | CA    | 94306 |         |
| Hatchell, Blake               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hatfield, Kristine            |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haubert, Nicholas             |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haught, Samantha J.           |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haughton, Corey M.            |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haugland, Makenzi             |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hauser, June A.               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hausman, Alex J.              |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haven Cases                   |                            | 4537 S Peach St                 |                              |                                 | Holladay    | UT    | 84117 |         |
| Haven Home Organizing LLC     |                            | 951A Smith Rd                   |                              |                                 | Mill Valley | CA    | 94941 |         |
| Havenly CZ, LLC               |                            | 400 S Record Street             |                              |                                 | Dallas      | TX    | 75202 |         |
| Havis, Inc.                   |                            | 75 Jacksonville RD              |                              |                                 | Warminster  | PA    | 18974 |         |
| Havrilka, Michael J.          |                            | Address on File                 |                              |                                 |             |       |       |         |
| Havron, Sabrina A.            |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawaii Attorney General       | Attn Bankruptcy Department | 425 Queen Street                |                              |                                 | Honolulu    | HI    | 96813 |         |
| Hawaii Department of Taxation |                            | P.O. Box 1425                   |                              |                                 | Honolulu    | HI    | 96806 |         |
| Hawk, Gabrielle               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawkes, Ashley                |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawkins, Avery                |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawkins, Jenna                |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawkins, Kenneth J.           |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawkins, Matthew E.           |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haworth, Robert               |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawthorne OP, LLC             |                            | 4705 Central Street             |                              |                                 | Kansas City | MO    | 64112 |         |
| Hawthorne Plaza, LLC          | Andrews Kurth LLP          | Attn Bud Doxey                  | 1717 Main Street, Suite 3700 |                                 | Dallas      | TX    | 75201 |         |
| Hawthorne Plaza, LLC          | Attn Terrell L. Weatherl   | c/o Invesco Real Estate         | 13155 Noel Road              | Three Galleria Tower, Suite 500 | Dallas      | TX    | 75240 |         |
| Hawthorne Plaza, LLC          | CBRE - Asset Services      | Attn Director of Asset Services | 4520 Main Street, Suite 600  |                                 | Kansas City | MO    | 64111 |         |
| Hawthorne, Emily              |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawton, Celia E.              |                            | Address on File                 |                              |                                 |             |       |       |         |
| Hawver, Jakob                 |                            | Address on File                 |                              |                                 |             |       |       |         |
| Haycock, Jonathan             |                            | Address on File                 |                              |                                 |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName      | Address1                | Address2                 | Address3 | City       | State | Zip        | Country |
|--|-------------------------|-------------------------|--------------------------|----------|------------|-------|------------|---------|
| Hayden, Emily L.                                       |                         | Address on File         |                          |          |            |       |            |         |
| Hayek, Tae   |                         | Address on File         |                          |          |            |       |            |         |
| Hayes, Bria R.   |                         | Address on File         |                          |          |            |       |            |         |
| Hayes, India S.  |                         | Address on File         |                          |          |            |       |            |         |
| Hayes, Megan R.  |                         | Address on File         |                          |          |            |       |            |         |
| Hayes, Rashon  | Edwin Aiwazian, Esq.    | Lawyers for JUSTICE, PC | 410 Arden Ave, Suite 203 |          | Glendale   | CA    | 91203      |         |
| Hayes, Sadassa A.                                      |                         | Address on File         |                          |          |            |       |            |         |
| Hayes, Samantha  |                         | Address on File         |                          |          |            |       |            |         |
| Hayley Blair Williky                                   | Ian Shoff, ADR Mediator | EEOC-Dallas             | 207 S Houston St #3      |          | Dallas     | TX    | 75202      |         |
| Hayley Blair Williky                                   |                         | Address on File         |                          |          |            |       |            |         |
| Haynie, Norman   |                         | Address on File         |                          |          |            |       |            |         |
| Hayow, Rahmo M.  |                         | Address on File         |                          |          |            |       |            |         |
| Hayt, Benjamin   |                         | Address on File         |                          |          |            |       |            |         |
| Hayward, Veranica A.                                   |                         | Address on File         |                          |          |            |       |            |         |
| Hazen, Ella M.   |                         | Address on File         |                          |          |            |       |            |         |
| Hazlett, Cheryl M.                                     |                         | Address on File         |                          |          |            |       |            |         |
| HCI Cleaning Products LLC                              |                         | PO Box 1145             |                          |          | Westford   | MA    | 01886      |         |
| HCI Cleaning Products LLC<br>Address (Force of Nature) |                         | po box 1145             |                          |          | Westford   | MA    | 01886      |         |
| He, Jason M.   |                         | Address on File         |                          |          |            |       |            |         |
| Heacock Sr., Robert                                    |                         | Address on File         |                          |          |            |       |            |         |
| Head, Janna L.   |                         | Address on File         |                          |          |            |       |            |         |
| Head, Railey   |                         | Address on File         |                          |          |            |       |            |         |
| Healy, Christine E.                                    |                         | Address on File         |                          |          |            |       |            |         |
| Healy-Smith, Sarahlynn M.                              |                         | Address on File         |                          |          |            |       |            |         |
| Hearn, Emily   |                         | Address on File         |                          |          |            |       |            |         |
| Hearne, Daniel   |                         | Address on File         |                          |          |            |       |            |         |
| Hearon, Frenchie                                       |                         | Address on File         |                          |          |            |       |            |         |
| Hearst Magazines Division                              |                         | PO Box 10392            |                          |          | Des Moines | IA    | 50306      |         |
| Hearst Magazines Division                              |                         | PO Box 90002            |                          |          | Prescott   | AZ    | 86304-9002 |         |
| Heath, Sydney  |                         | Address on File         |                          |          |            |       |            |         |
| Heather Bifulco DBA Tidy Style,<br>LLC                 |                         | Address on File         |                          |          |            |       |            |         |
| Heather Deford   |                         | Address on File         |                          |          |            |       |            |         |
| Heather Formby   |                         | Address on File         |                          |          |            |       |            |         |
| Heather Hoffman  |                         | Address on File         |                          |          |            |       |            |         |
| HEATHER VAUGHN   |                         | Address on File         |                          |          |            |       |            |         |
| Heaton, Lori J.  |                         | Address on File         |                          |          |            |       |            |         |
| Hebert, Lauren A.                                      |                         | Address on File         |                          |          |            |       |            |         |
| Heck, Daniel J.  |                         | Address on File         |                          |          |            |       |            |         |
| Hector, Ivan N.  |                         | Address on File         |                          |          |            |       |            |         |
| Hedden, Hannah   |                         | Address on File         |                          |          |            |       |            |         |
| Hedley & Bennett                                       |                         | 3864 S Santa Fe Ave     |                          |          | Vernon     | CA    | 90058      |         |
| Hedley and Bennett, Inc.                               |                         | 3864 S. Santa Fe Ave    |                          |          | Vernon     | CA    | 90058      |         |
| Hedrick, Robert D.                                     |                         | Address on File         |                          |          |            |       |            |         |
| Heffner, Connie  |                         | Address on File         |                          |          |            |       |            |         |
| Heffner, Sage L.                                       |                         | Address on File         |                          |          |            |       |            |         |
| Hegwood, Kairo   |                         | Address on File         |                          |          |            |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName  | Address1                  | Address2                       | Address3 | City        | State | Zip   | Country |
|-----------------------------------|---------------------|---------------------------|--------------------------------|----------|-------------|-------|-------|---------|
| Heidgerd, Eric J.                 |                     | Address on File           |                                |          |             |       |       |         |
| HEIDI BARTON                      |                     | Address on File           |                                |          |             |       |       |         |
| Heim, Dylan                       |                     | Address on File           |                                |          |             |       |       |         |
| Heimer, Brent                     |                     | Address on File           |                                |          |             |       |       |         |
| Heimsoth, Bridget H.              |                     | Address on File           |                                |          |             |       |       |         |
| Heinrich, Barbara L.              |                     | Address on File           |                                |          |             |       |       |         |
| Heinrich, Charles                 |                     | Address on File           |                                |          |             |       |       |         |
| Heinz, Amy                        | OConnor & Nakos     | Salzeider, John           | 120 N. Lasalle Street, 35th FI |          | Chicago     | IL    | 60602 |         |
| Heitiing, Anne                    | Robert Tauler, Esq. | Tauler Smith LLP          | 626 Wilshire Blvd., Suite 510  |          | Los Angeles | CA    | 90017 |         |
| Heizenrader, Sabrina M.           |                     | Address on File           |                                |          |             |       |       |         |
| Helal, Ahmed                      |                     | Address on File           |                                |          |             |       |       |         |
| Helene Cullen dba Savvy Organizer |                     | Address on File           |                                |          |             |       |       |         |
| Helene Glazer                     |                     | Address on File           |                                |          |             |       |       |         |
| Helfand, Samuel                   |                     | Address on File           |                                |          |             |       |       |         |
| Helfrich, Anita T.                |                     | Address on File           |                                |          |             |       |       |         |
| Heller, Jaylon R.                 |                     | Address on File           |                                |          |             |       |       |         |
| Heller, Samuel A.                 |                     | Address on File           |                                |          |             |       |       |         |
| Hello Simplified, LLC             |                     | 104 Laruhaven Place       |                                |          | Apex        | NC    | 27539 |         |
| Helm, Arian                       |                     | Address on File           |                                |          |             |       |       |         |
| Heltzel, Barbara E.               |                     | Address on File           |                                |          |             |       |       |         |
| Hemby, Marissa N.                 |                     | Address on File           |                                |          |             |       |       |         |
| Hemmer, Matthew J.                |                     | Address on File           |                                |          |             |       |       |         |
| Hemmi, Christine A.               |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Dominique              |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Eric K.                |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Giovana C.             |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Julie                  |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Justin C.              |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Kathryn M.             |                     | Address on File           |                                |          |             |       |       |         |
| Henderson, Marguerite A.          |                     | Address on File           |                                |          |             |       |       |         |
| Henderson-Lewis, Destiny          |                     | Address on File           |                                |          |             |       |       |         |
| Hendricks, Azazel                 |                     | Address on File           |                                |          |             |       |       |         |
| Hendrickson Jr., Robert J.        |                     | Address on File           |                                |          |             |       |       |         |
| Hendrix, Karen L.                 |                     | Address on File           |                                |          |             |       |       |         |
| Heng, DA                          |                     | Address on File           |                                |          |             |       |       |         |
| Heng, Leilani                     |                     | Address on File           |                                |          |             |       |       |         |
| Henley Holdings, LLC              |                     | 4134 Travis Street Unit 9 |                                |          | Dallas      | TX    | 75204 |         |
| Henley, Anna L.                   |                     | Address on File           |                                |          |             |       |       |         |
| Hennepin County dba Public Works  |                     | Mail Code 129             | 300 South Sixth St             |          | Minneapolis | MN    | 55487 |         |
| Hennessy, Angelia K.              |                     | Address on File           |                                |          |             |       |       |         |
| Henningsen, Kirk R.               |                     | Address on File           |                                |          |             |       |       |         |
| Henry Monica Ajagbawa             |                     | Address on File           |                                |          |             |       |       |         |
| Henry, Jyaire                     |                     | Address on File           |                                |          |             |       |       |         |
| Henry, Mya N.                     |                     | Address on File           |                                |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName      | Address1             | Address2                    | Address3 | City        | State | Zip   | Country |
|-------------------------------|-------------------------|----------------------|-----------------------------|----------|-------------|-------|-------|---------|
| Henry, Neal                   |                         | Address on File      |                             |          |             |       |       |         |
| Henry, Ruth L.                |                         | Address on File      |                             |          |             |       |       |         |
| Henson Jr., Christopher L.    |                         | Address on File      |                             |          |             |       |       |         |
| Henson, Chris                 | Malloy Law Offices, LLC | Malloy, Sean Patrick | 7910 Woodmont Ave, Ste 1250 |          | Bethesda    | MD    | 20814 |         |
| Henson, Tyler                 |                         | Address on File      |                             |          |             |       |       |         |
| Henson, Victoria R.           |                         | Address on File      |                             |          |             |       |       |         |
| Hepburn, Michael A.           |                         | Address on File      |                             |          |             |       |       |         |
| Her, Angelica                 |                         | Address on File      |                             |          |             |       |       |         |
| Herb, Linda                   |                         | Address on File      |                             |          |             |       |       |         |
| HERBAN ESSENTIALS, INC.       |                         | 6383 Rose Lane       | Ste. A                      |          | Carpinteria | CA    | 93013 |         |
| Herbert Mines Associates Inc. |                         | 250 Park Avenue      | 14th Floor                  |          | New York    | NY    | 10177 |         |
| Herbert, Raegan               |                         | Address on File      |                             |          |             |       |       |         |
| Herbert, Terrance E.          |                         | Address on File      |                             |          |             |       |       |         |
| Herbig, Tiffany A.            |                         | Address on File      |                             |          |             |       |       |         |
| Herbolsheimer, Julie L.       |                         | Address on File      |                             |          |             |       |       |         |
| Herd, Donae E.                |                         | Address on File      |                             |          |             |       |       |         |
| Heredia III, Johnny           |                         | Address on File      |                             |          |             |       |       |         |
| Herman, Michael R.            |                         | Address on File      |                             |          |             |       |       |         |
| Hermanson, Jorja A.           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez Jr., Gilberto       |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez Noriega, Maria F.   |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Adrianna           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Alcatraz M.        |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Alejandro          |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Alison C.          |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Antonio            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, April              |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Bertha A.          |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Blanca P.          |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Brenda             |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Briana             |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Daniel             |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Gabriel            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Jacquelin G.       |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Jimmy J.           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Jose               |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Juan G.            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Juan V.            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Julia V.           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Karina S.          |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Laura M.           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Leticia            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Luz D.             |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Maria D.           |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Mary I.            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Matthew            |                         | Address on File      |                             |          |             |       |       |         |
| Hernandez, Michael            |                         | Address on File      |                             |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName                   | Address1                           | Address2                       | Address3 | City         | State | Zip        | Country |
|--|--------------------------------------|------------------------------------|--------------------------------|----------|--------------|-------|------------|---------|
| Hernandez, Patricia                        |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez, Phoenix R.                      |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez, Preciosa J.                     |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez, Rachel N.                       |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez, Shadia                          |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez, Yudi                            | Diego German Mendez, Esq.            | Mendez Law Offices                 | P.O. BOX 228630                |          | Miami        | FL    | 33172      |         |
| Hernandez, Yudi                            | Richard J. Adams, Esq.               | Adams & Associates, P.A.           | 6500 Cowpen Road, Suite 101    |          | Miami Lakes  | FL    | 33014      |         |
| Hernandez-Carreon, Carlos                  |                                      | Address on File                    |                                |          |              |       |            |         |
| Hernandez-Ramos, Ashly                     |                                      | Address on File                    |                                |          |              |       |            |         |
| Herndon, Kevin                             |                                      | Address on File                    |                                |          |              |       |            |         |
| Herold, Allison                            |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera Curiel, Martha P.                  |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera Nelson, Michael                    |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera, Abraham F.                        |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera, Alejandro A.                      |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera, Elodia D.                         |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera, Evan L.                           |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrera, Oralia                            |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrin, Rendi M.                           |                                      | Address on File                    |                                |          |              |       |            |         |
| Herring, Julie                             |                                      | Address on File                    |                                |          |              |       |            |         |
| Herring, Zaria N.                          |                                      | Address on File                    |                                |          |              |       |            |         |
| Herrington, Kevin M.                       |                                      | Address on File                    |                                |          |              |       |            |         |
| Herriotte, April                           |                                      | Address on File                    |                                |          |              |       |            |         |
| Herscovici, Michael                        |                                      | Address on File                    |                                |          |              |       |            |         |
| Herson, Randy                              |                                      | Address on File                    |                                |          |              |       |            |         |
| Hertzler, Heather                          |                                      | Address on File                    |                                |          |              |       |            |         |
| Herzich, Tonica                            |                                      | Address on File                    |                                |          |              |       |            |         |
| Heslin, Colleen M.                         |                                      | Address on File                    |                                |          |              |       |            |         |
| Hessel, Michael W.                         |                                      | Address on File                    |                                |          |              |       |            |         |
| Hesser Communications                      |                                      | 6 FIRETHORN PLACE                  |                                |          | WILLIAMSBURG | VA    | 23185      |         |
| Hester, Ricky                              |                                      | Address on File                    |                                |          |              |       |            |         |
| Heun, Donna M.                             |                                      | Address on File                    |                                |          |              |       |            |         |
| Heuschkel, Christopher M.                  |                                      | Address on File                    |                                |          |              |       |            |         |
| Hewitt, Ariel                              |                                      | Address on File                    |                                |          |              |       |            |         |
| Hewitt, Jonathan                           |                                      | Address on File                    |                                |          |              |       |            |         |
| Hewitt, Sutton                             |                                      | Address on File                    |                                |          |              |       |            |         |
| HEWY WINE CHILLERS, LLC.<br>DBA CORKCICLES |                                      | 1300 Brookhaven Drive              | Suite 2                        |          | Orlando      | FL    | 32803      |         |
| Hexan, Victor A.                           |                                      | Address on File                    |                                |          |              |       |            |         |
| Heyse, Cheri L.                            |                                      | Address on File                    |                                |          |              |       |            |         |
| HGIT Briargate LLC                         | Attn Jason Maxwell - General Counsel | c/o Hines Global Income Trust Inc. | 2800 Post Oak Blvd., Ste. 4800 |          | Houston      | TX    | 77056      |         |
| HGIT BRIARGATE LLC                         | Attn Kenton McKeehan                 | c/o Hines Global Income Trust Inc. | 2800 Post Oak Blvd. Ste 4800   |          | Houston      | TX    | 77056      |         |
| HGIT Briargate LLC                         | Attn Michelle Moudry                 | c/o Hines Global Income Trust Inc. | 2800 Post Oak Blvd, Ste. 4800  |          | Houston      | TX    | 77056      |         |
| HGIT Briargate LLC                         |                                      | PO Box 734862                      |                                |          | Dallas       | TX    | 75373-4862 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1                      | Address2  | Address3 | City          | State | Zip        | Country |
|-----------------------------------|--------------------|-------------------------------|-----------|----------|---------------|-------|------------|---------|
| HGTV Magazine, LLC                |                    | PO Box 90002                  |           |          | Prescott      | AZ    | 86304-9002 |         |
| Hiatt, James                      |                    | Address on File               |           |          |               |       |            |         |
| Hibbard, Brenda V.                |                    | Address on File               |           |          |               |       |            |         |
| Hickey, Daniel R.                 |                    | Address on File               |           |          |               |       |            |         |
| Hickling, John N.                 |                    | Address on File               |           |          |               |       |            |         |
| Hickman, Anastasia                |                    | Address on File               |           |          |               |       |            |         |
| Hickman, Marcus                   |                    | Address on File               |           |          |               |       |            |         |
| Hickman-Slyby, April              |                    | Address on File               |           |          |               |       |            |         |
| Hicks Jr., David M.               |                    | Address on File               |           |          |               |       |            |         |
| Hicks, Richard S.                 |                    | Address on File               |           |          |               |       |            |         |
| Hicks, Robert G.                  |                    | Address on File               |           |          |               |       |            |         |
| Hicks, Shane                      |                    | Address on File               |           |          |               |       |            |         |
| Hicks, Tashawn Q.                 |                    | Address on File               |           |          |               |       |            |         |
| HICO                              |                    | 2642 Andjon Dr.               |           |          | Dallas        | TX    | 75220      |         |
| Hiddin                            |                    | 759 Bloomfield Ave, Suite 240 |           |          | West Caldwell | NJ    | 07006      |         |
| Hie, Ashley M.                    |                    | Address on File               |           |          |               |       |            |         |
| Hien, Christopher                 |                    | Address on File               |           |          |               |       |            |         |
| Hierro, Maite                     |                    | Address on File               |           |          |               |       |            |         |
| Higgins, Robert D.                |                    | Address on File               |           |          |               |       |            |         |
| High Profile, Inc.                |                    | 17250 Dallas Pkwy             |           |          | Dallas        | TX    | 75248      |         |
| Highel, Inc. dba Neoflam Americas |                    | 23062 La Cadena Dr            |           |          | Laguna Hills  | CA    | 92653      |         |
| HIGHTIDE USA INC.                 |                    | 787 S. Alameda St             | Suite 140 |          | Los Angeles   | CA    | 90021      |         |
| HighTide USA Inc.                 |                    | 787 S. Alameda St. Suite 140  |           |          | Los Angeles   | CA    | 90021      |         |
| Hightower, Deon M.                |                    | Address on File               |           |          |               |       |            |         |
| Hilario Hernandez                 |                    | Address on File               |           |          |               |       |            |         |
| Hilderbrand, Raenice              |                    | Address on File               |           |          |               |       |            |         |
| Hildy Spak                        |                    | Address on File               |           |          |               |       |            |         |
| Hill, Brittany                    |                    | Address on File               |           |          |               |       |            |         |
| Hill, Brittany N.                 |                    | Address on File               |           |          |               |       |            |         |
| Hill, Cassandra                   |                    | Address on File               |           |          |               |       |            |         |
| Hill, Catherine                   |                    | Address on File               |           |          |               |       |            |         |
| Hill, Corynne                     |                    | Address on File               |           |          |               |       |            |         |
| Hill, Elizabeth A.                |                    | Address on File               |           |          |               |       |            |         |
| Hill, Ivone                       |                    | Address on File               |           |          |               |       |            |         |
| Hill, Ivy K.                      |                    | Address on File               |           |          |               |       |            |         |
| Hill, Michele P.                  |                    | Address on File               |           |          |               |       |            |         |
| Hill, Mikael K.                   |                    | Address on File               |           |          |               |       |            |         |
| Hill, Moneca S.                   |                    | Address on File               |           |          |               |       |            |         |
| Hill, Rei S.                      |                    | Address on File               |           |          |               |       |            |         |
| Hill, Taylor                      |                    | Address on File               |           |          |               |       |            |         |
| Hill, Teresa K.                   |                    | Address on File               |           |          |               |       |            |         |
| Hille, Donna M.                   |                    | Address on File               |           |          |               |       |            |         |
| Hiller, Alison L.                 |                    | Address on File               |           |          |               |       |            |         |
| Hillhouse, Joanne A.              |                    | Address on File               |           |          |               |       |            |         |
| Hillsborough County Tax Collector |                    | PO Box 30012                  |           |          | Tampa         | FL    | 33630-3012 |         |
| Hilwaite Holdings LLC             |                    | 5310 E. Woodridge Drive       |           |          | Scottsdale    | AZ    | 85254      |         |
| Hilyard, Murray W.                |                    | Address on File               |           |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1                 | Address2  | Address3 | City         | State | Zip   | Country |
|--|--------------------|--------------------------|-----------|----------|--------------|-------|-------|---------|
| Hinkle, Alexandria                           |                    | Address on File          |           |          |              |       |       |         |
| Hinkson, Jefferson A.                        |                    | Address on File          |           |          |              |       |       |         |
| Hinnershitz, Felicia                         |                    | Address on File          |           |          |              |       |       |         |
| Hinojosa, Garrett M.                         |                    | Address on File          |           |          |              |       |       |         |
| Hinojosa, Luisa                              |                    | Address on File          |           |          |              |       |       |         |
| Hinshaw, Rosie J.                            |                    | Address on File          |           |          |              |       |       |         |
| Hipolit, Gwendolyn S.                        |                    | Address on File          |           |          |              |       |       |         |
| Hipple, Peggy S.                             |                    | Address on File          |           |          |              |       |       |         |
| Hiracheta, Hannah                            |                    | Address on File          |           |          |              |       |       |         |
| Hire Dynamics, LLC                           |                    | 1845 Satellite Blvd.     | Suite 300 |          | Duluth       | GA    | 30097 |         |
| HireClix LLC                                 |                    | 3 Heritage Way, Suite 4  |           |          | Gloucester   | MA    | 01930 |         |
| Hirkic, Sabina                               |                    | Address on File          |           |          |              |       |       |         |
| Hiroko Cruz LLC dba Neat Method              |                    | Address on File          |           |          |              |       |       |         |
| Hirsch, Danna                                |                    | Address on File          |           |          |              |       |       |         |
| Hisey, Mary                                  |                    | Address on File          |           |          |              |       |       |         |
| Hisey, William                               |                    | Address on File          |           |          |              |       |       |         |
| Hite, Janice                                 |                    | Address on File          |           |          |              |       |       |         |
| Hive Mind LLC dba Bee Organized Rhode Island |                    | 673 Hope Furnace Rd      |           |          | Hope         | RI    | 02831 |         |
| Hixson, Rhonda L.                            |                    | Address on File          |           |          |              |       |       |         |
| HMM Co., LTD                                 |                    | 222 W. Las Colinas Blvd  | Suite 700 |          | Irving       | TX    | 75039 |         |
| HMP Education, LLC                           |                    | 104 Windsor Center Drive | Suite 200 |          | East Windsor | NJ    | 08520 |         |
| Ho Fernandez, Maria                          |                    | Address on File          |           |          |              |       |       |         |
| Ho, John                                     |                    | Address on File          |           |          |              |       |       |         |
| Hoag, Margaret                               |                    | Address on File          |           |          |              |       |       |         |
| Hoang, James                                 |                    | Address on File          |           |          |              |       |       |         |
| Hoang, Jasmine Wah                           |                    | Address on File          |           |          |              |       |       |         |
| Hoback, Cathy C.                             |                    | Address on File          |           |          |              |       |       |         |
| Hobart Service                               |                    | 8120 Jetstar Dr          | #100      |          | Irving       | TX    | 75063 |         |
| Hobbs, Angelina                              |                    | Address on File          |           |          |              |       |       |         |
| Hobbs, Brook Lynn                            |                    | Address on File          |           |          |              |       |       |         |
| Hobbs, Megan L.                              |                    | Address on File          |           |          |              |       |       |         |
| Hobson, Sarah A.                             |                    | Address on File          |           |          |              |       |       |         |
| Hock, Dillon W.                              |                    | Address on File          |           |          |              |       |       |         |
| Hodge, Calandra                              |                    | Address on File          |           |          |              |       |       |         |
| Hodge, Markel A.                             |                    | Address on File          |           |          |              |       |       |         |
| Hodges, Corbin                               |                    | Address on File          |           |          |              |       |       |         |
| Hoefl, Anna D.                               |                    | Address on File          |           |          |              |       |       |         |
| Hoelscher, Jack M.                           |                    | Address on File          |           |          |              |       |       |         |
| Hoffman, Pamela K.                           |                    | Address on File          |           |          |              |       |       |         |
| Hoffmann, Kaylee M.                          |                    | Address on File          |           |          |              |       |       |         |
| Hofman, Ethan J.                             |                    | Address on File          |           |          |              |       |       |         |
| Hofmann, Robert L.                           |                    | Address on File          |           |          |              |       |       |         |
| Hofmann, Rylee S.                            |                    | Address on File          |           |          |              |       |       |         |
| Hoge, Kathy A.                               |                    | Address on File          |           |          |              |       |       |         |
| Hoitsma, Christopher P.                      |                    | Address on File          |           |          |              |       |       |         |
| Hoke, Patricia M.                            |                    | Address on File          |           |          |              |       |       |         |
| Holady, Morgan K.                            |                    | Address on File          |           |          |              |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName | Address1                 | Address2               | Address3 | City           | State | Zip        | Country |
|--------------------------------|--------------------|--------------------------|------------------------|----------|----------------|-------|------------|---------|
| Holbrook Woodstock             |                    | 13682 Hwy 92             | Attn Abigail Alexander |          | Woodstock      | GA    | 30188      |         |
| Holbrook, Louisa G.            |                    | Address on File          |                        |          |                |       |            |         |
| Holdbrooks, Valerie            |                    | Address on File          |                        |          |                |       |            |         |
| HOLD-IT PRODUCTS               |                    | 1900 Easy St             | PO Box 731             |          | Walled Lake    | MI    | 48390      |         |
| Hold-It Products               |                    | PO Box 731               |                        |          | Walled Lake    | MI    | 48390-0731 |         |
| Holdsworth, Amelia             |                    | Address on File          |                        |          |                |       |            |         |
| Holian, Katelin P.             |                    | Address on File          |                        |          |                |       |            |         |
| Holland Jr., Dennis R.         |                    | Address on File          |                        |          |                |       |            |         |
| Holland, Kameron J.            |                    | Address on File          |                        |          |                |       |            |         |
| Hollander, Stephanie A.        |                    | Address on File          |                        |          |                |       |            |         |
| Hollander, Wendy S.            |                    | Address on File          |                        |          |                |       |            |         |
| Holliday, Allison H.           |                    | Address on File          |                        |          |                |       |            |         |
| Holliday, DeQuan J.            |                    | Address on File          |                        |          |                |       |            |         |
| Hollingsworth, Amanda          |                    | Address on File          |                        |          |                |       |            |         |
| Holloway, Amy                  |                    | Address on File          |                        |          |                |       |            |         |
| Holloway, Ciana D.             |                    | Address on File          |                        |          |                |       |            |         |
| Holly H. Trepka                |                    | Address on File          |                        |          |                |       |            |         |
| Holly H. Trepka                |                    | Address on File          |                        |          |                |       |            |         |
| Holly Holt Home Design, LLC    |                    | 5706 Nevada St           |                        |          | Berwyn Heights | MD    | 20740      |         |
| HOLLY NEVADA KLEEBUA           |                    | Address on File          |                        |          |                |       |            |         |
| Holm, Jennifer                 |                    | Address on File          |                        |          |                |       |            |         |
| Holman, Monique                |                    | Address on File          |                        |          |                |       |            |         |
| Holman, Ruth E.                |                    | Address on File          |                        |          |                |       |            |         |
| Holmberg, Brian R.             |                    | Address on File          |                        |          |                |       |            |         |
| Holmes, Dinikqua D.            |                    | Address on File          |                        |          |                |       |            |         |
| Holmes, Djuan L.               |                    | Address on File          |                        |          |                |       |            |         |
| Holmes, Kathryn                |                    | Address on File          |                        |          |                |       |            |         |
| Holmes-Andrews, Raelene A.     |                    | Address on File          |                        |          |                |       |            |         |
| Holmes-Hendrix, Lauren         |                    | Address on File          |                        |          |                |       |            |         |
| Holt IV, Raleigh A.            |                    | Address on File          |                        |          |                |       |            |         |
| Holt, Jacqueline               |                    | Address on File          |                        |          |                |       |            |         |
| Holt, Jinna E.                 |                    | Address on File          |                        |          |                |       |            |         |
| Holton, Katelyn                |                    | Address on File          |                        |          |                |       |            |         |
| Holzl, Suzanne                 |                    | Address on File          |                        |          |                |       |            |         |
| Hom, Bridget                   |                    | Address on File          |                        |          |                |       |            |         |
| Hom, David                     |                    | Address on File          |                        |          |                |       |            |         |
| HomeAdvisor, Inc.              |                    | 3601 Walnut Street       |                        |          | Denver         | CO    | 80205      |         |
| HOME COSY, INC                 |                    | No. 16, Rensen Street    | Bali Township          |          | Taipei County  |       | 24943      | Taiwan  |
| HOMESICK                       |                    | 450 Lexington Ave        | #4530                  |          | New York       | NY    | 10163-4530 |         |
| Homesick BVG LLC               |                    | 450 Lexington Ave # 4530 |                        |          | New York       | NY    | 10163      |         |
| Honey-Can-Do International LLC |                    | 5300 St. Charles Road    |                        |          | Berkeley       | IL    | 60163      |         |
| Honeycutt, Courtney N.         |                    | Address on File          |                        |          |                |       |            |         |
| Honeycutt, Kathleen            |                    | Address on File          |                        |          |                |       |            |         |
| Honeycutt, Melinda G.          |                    | Address on File          |                        |          |                |       |            |         |
| Hong, Cindy                    |                    | Address on File          |                        |          |                |       |            |         |
| Honigman, Rachel B.            |                    | Address on File          |                        |          |                |       |            |         |
| Hood, Hope Y.                  |                    | Address on File          |                        |          |                |       |            |         |
| Hoogveldt, Jocine              |                    | Address on File          |                        |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1                     | Address2 | Address3 | City            | State | Zip   | Country |
|-----------------------------------|--------------------|------------------------------|----------|----------|-----------------|-------|-------|---------|
| Hooks, Calli M.                   |                    | Address on File              |          |          |                 |       |       |         |
| Hooks, Jasmine                    |                    | Address on File              |          |          |                 |       |       |         |
| Hooks, Jena K.                    |                    | Address on File              |          |          |                 |       |       |         |
| Hooray Health                     |                    | 14755 Preston Rd Ste 130     |          |          | Dallas          | TX    | 75254 |         |
| Hoover, Andrew P.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hoover, Richard T.                |                    | Address on File              |          |          |                 |       |       |         |
| Hoover, Stacey                    |                    | Address on File              |          |          |                 |       |       |         |
| Hope, Janice                      |                    | Address on File              |          |          |                 |       |       |         |
| Hope, Morgan N.                   |                    | Address on File              |          |          |                 |       |       |         |
| Hopkins, Angel N.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hopkins, Cheri J.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hopkins, Laura M.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hopkins, Nancy E.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hopper, Dona R.                   |                    | Address on File              |          |          |                 |       |       |         |
| Hoppes, Jennifer                  |                    | Address on File              |          |          |                 |       |       |         |
| Hopson-Morris, Alanna             |                    | Address on File              |          |          |                 |       |       |         |
| HORDERLY HOMES LLC                |                    | 564 Ardsley Blvd             |          |          | Garden City     | NY    | 11530 |         |
| Horderly LLC                      |                    | 564 Ardsley Blvd             |          |          | Garden City     | NY    | 11530 |         |
| Horges III, Booker T.             |                    | Address on File              |          |          |                 |       |       |         |
| Hornberger, Louis N.              |                    | Address on File              |          |          |                 |       |       |         |
| Horner, Candy                     |                    | Address on File              |          |          |                 |       |       |         |
| Horney, Christopher S.            |                    | Address on File              |          |          |                 |       |       |         |
| Horney, Kaitlin A.                |                    | Address on File              |          |          |                 |       |       |         |
| Hornstein, Kellie A.              |                    | Address on File              |          |          |                 |       |       |         |
| Horsch, Courtney R.               |                    | Address on File              |          |          |                 |       |       |         |
| Horton, Anthony W.                |                    | Address on File              |          |          |                 |       |       |         |
| Horton, Devarcus N.               |                    | Address on File              |          |          |                 |       |       |         |
| Horton, Keri                      |                    | Address on File              |          |          |                 |       |       |         |
| Hoshut, Sodmeliten                |                    | Address on File              |          |          |                 |       |       |         |
| Hoskins, Jadyn A.                 |                    | Address on File              |          |          |                 |       |       |         |
| Hospitality Consumer Products LLC |                    | 52 Forest Ave                |          |          | Paramus         | NJ    | 07652 |         |
| HOSPITALITY CONSUMER PRODUCTS LLC |                    | 185 Industrial Ave           |          |          | Ridgefield Park | NJ    | 07660 |         |
| Hostetter, Benjamin R.            |                    | Address on File              |          |          |                 |       |       |         |
| Hostetter, Jennifer               |                    | Address on File              |          |          |                 |       |       |         |
| HOTEL COLLECTION LLC              |                    | 38 NW 24th Street            |          |          | Miami           | FL    | 33127 |         |
| HOTEL COLLECTION LLC              |                    | 2058 NW Miami Ct             |          |          | Miami           | FL    | 33127 |         |
| Hotwire Communications - 57330    |                    | 2100 West Cypress Creek Road |          |          | Fort Lauderdale | FL    | 33309 |         |
| Hough, Rebecca                    |                    | Address on File              |          |          |                 |       |       |         |
| Houle, Danielle M.                |                    | Address on File              |          |          |                 |       |       |         |
| Houlihan Lokey Capital, Inc.      |                    | 2601 Olive Street, Suite 250 |          |          | Dallas          | TX    | 75201 |         |
| House Jr., Mickey                 |                    | Address on File              |          |          |                 |       |       |         |
| House of Glass                    |                    | 424 N. York Rd.              |          |          | Elmhurst        | IL    | 60126 |         |
| House, Kimberly                   |                    | Address on File              |          |          |                 |       |       |         |
| House, Roberto                    |                    | Address on File              |          |          |                 |       |       |         |
| Houston, Bryan H.                 |                    | Address on File              |          |          |                 |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName                | Address1                      | Address2       | Address3 | City        | State | Zip   | Country |
|-------------------------------|-----------------------------------|-------------------------------|----------------|----------|-------------|-------|-------|---------|
| Houston, Jonathan R.          |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Anne                  |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Charles E.            |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Christina             |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Jermaira              |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Julia                 |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Keunte                |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Ranae                 |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Shane H.              |                                   | Address on File               |                |          |             |       |       |         |
| Howard, Sharodnie             |                                   | Address on File               |                |          |             |       |       |         |
| Howard-Green, Morghyn         |                                   | Address on File               |                |          |             |       |       |         |
| Howe, Regina C.               |                                   | Address on File               |                |          |             |       |       |         |
| Howe, Samuel                  |                                   | Address on File               |                |          |             |       |       |         |
| Howe, Sunny                   |                                   | Address on File               |                |          |             |       |       |         |
| Howland, Cheryl               |                                   | Address on File               |                |          |             |       |       |         |
| Hrapmann, Tricia              |                                   | Address on File               |                |          |             |       |       |         |
| Hrivnak, Sarah C.             |                                   | Address on File               |                |          |             |       |       |         |
| Hrysenko, Julia A.            |                                   | Address on File               |                |          |             |       |       |         |
| HT VENTURES LLC DBA NPW GROUP |                                   | 133 W 4th Street              |                |          | Cincinnati  | OH    | 45202 |         |
| HT Ventures, LLC              |                                   | 901 W. Oakton                 | Suite A        |          | Des Plaines | IL    | 60018 |         |
| Hua, Khang                    |                                   | Address on File               |                |          |             |       |       |         |
| Huang Acrylic, Inc.           |                                   | 3211 Skylane Drive            |                |          | Carrollton  | TX    | 75006 |         |
| Huang, Hai                    |                                   | Address on File               |                |          |             |       |       |         |
| Huang, Julie                  |                                   | Address on File               |                |          |             |       |       |         |
| Huapaya Quispe, Sophia R.     |                                   | Address on File               |                |          |             |       |       |         |
| Huba, Bethany K.              |                                   | Address on File               |                |          |             |       |       |         |
| Hubbard Law, PLLC             |                                   | P.O. Box 670688               |                |          | Dallas      | TX    | 75367 |         |
| Hubbard, Alicia R.            |                                   | Address on File               |                |          |             |       |       |         |
| Hubbard, JohnMichael          |                                   | Address on File               |                |          |             |       |       |         |
| Hubbard, Mackenzie E.         |                                   | Address on File               |                |          |             |       |       |         |
| Hubbe, Jason E.               |                                   | Address on File               |                |          |             |       |       |         |
| Huber, Natalie B.             |                                   | Address on File               |                |          |             |       |       |         |
| Hudgins, Nichole L.           |                                   | Address on File               |                |          |             |       |       |         |
| Hudson Insurance Company      | Karin L. Zimmerly, Vice President | 100 William Street, 5th Floor |                |          | New York    | NY    | 10038 |         |
| Hudson Martin, DeNaesha       |                                   | Address on File               |                |          |             |       |       |         |
| Hudson, Phaedra S.            |                                   | Address on File               |                |          |             |       |       |         |
| Hue, Ashleigh N.              |                                   | Address on File               |                |          |             |       |       |         |
| Huerta, Michael               |                                   | Address on File               |                |          |             |       |       |         |
| Huff, Cassandra M.            |                                   | Address on File               |                |          |             |       |       |         |
| Huff, Jeffrey D.              |                                   | Address on File               |                |          |             |       |       |         |
| Huffer, Dale J.               |                                   | Address on File               |                |          |             |       |       |         |
| Hug-A-Plug, Inc               |                                   | P.O. Box 2190                 |                |          | Brighton    | MI    | 48116 |         |
| HUG-A-PLUG, INC.              |                                   | 2332 Pine Hollow Trl          |                |          | Brighton    | MI    | 48114 |         |
| Huggins, Alexandria J.        |                                   | Address on File               |                |          |             |       |       |         |
| Huggins, Samantha             |                                   | Address on File               |                |          |             |       |       |         |
| Hugh M. Cunningham, Inc.      |                                   | P.O. Box 4897                 | Department 342 |          | Houston     | TX    | 77210 |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName          | Address1                                | Address2                 | Address3 | City            | State | Zip   | Country |
|-------------------------------|-----------------------------|---|--------------------------|----------|-----------------|-------|-------|---------|
| Hughes, Brianna C.            |                             | Address on File                         |                          |          |                 |       |       |         |
| Hughes, Carlton A.            |                             | Address on File                         |                          |          |                 |       |       |         |
| Hughes, Lauren                |                             | Address on File                         |                          |          |                 |       |       |         |
| Hughes, Robert                |                             | Address on File                         |                          |          |                 |       |       |         |
| Hughes, Sean                  |                             | Address on File                         |                          |          |                 |       |       |         |
| Hughlett, Amanda              |                             | Address on File                         |                          |          |                 |       |       |         |
| Huiltron, Jayden I.           |                             | Address on File                         |                          |          |                 |       |       |         |
| HULKEN INC.                   |                             | 110 N Brockway St.                      | Suite 240                |          | Palatine        | IL    | 60067 |         |
| Hull Ruiz, Rebecca            |                             | Address on File                         |                          |          |                 |       |       |         |
| Hullaby, Avis E.              |                             | Address on File                         |                          |          |                 |       |       |         |
| Hulse, Christine M.           |                             | Address on File                         |                          |          |                 |       |       |         |
| Hulyk, Adrian                 |                             | Address on File                         |                          |          |                 |       |       |         |
| Humangear, Inc.               |                             | PO Box 170099                           |                          |          | San Francisco   | CA    | 94117 |         |
| Humek, Ezekiel J.             |                             | Address on File                         |                          |          |                 |       |       |         |
| Humes, Korin                  |                             | Address on File                         |                          |          |                 |       |       |         |
| Humphery, LaSonya M.          |                             | Address on File                         |                          |          |                 |       |       |         |
| Humphery, Michael D.          |                             | Address on File                         |                          |          |                 |       |       |         |
| Humphries, James R.           |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunt, Kristy                  |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunt, Phyllis N.              |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Amaree                |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Angel J.              |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Arianna               |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Dwight D.             |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Lauren                |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Marna                 |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Wendy                 |                             | Address on File                         |                          |          |                 |       |       |         |
| Hunter, Wesley K.             |                             | Address on File                         |                          |          |                 |       |       |         |
| Huntington, Joshua T.         |                             | Address on File                         |                          |          |                 |       |       |         |
| Huntley, Isaiah               |                             | Address on File                         |                          |          |                 |       |       |         |
| Huovinen, John R.             |                             | Address on File                         |                          |          |                 |       |       |         |
| Hurd Mills, LLC               | Attn Richard W. Hurd        | 2000 Fuller Road                        |                          |          | West Des Moines | IA    | 50265 |         |
| Hurd Mills, LLC               | Hogan Law Office            | Timothy C. Hogan                        | 3101 Ingersoll Avenue    |          | Des Moines      | IA    | 50312 |         |
| Hurd Mills, LLC               |                             | 2000 Fuller Rd                          |                          |          | West Des Moines | IA    | 50265 |         |
| Hurlbut, Margery P.           |                             | Address on File                         |                          |          |                 |       |       |         |
| Hurley III, Edward M.         |                             | Address on File                         |                          |          |                 |       |       |         |
| Hurst, Jillian C.             |                             | Address on File                         |                          |          |                 |       |       |         |
| Hurtado Jr., Antonio          |                             | Address on File                         |                          |          |                 |       |       |         |
| Hurtado, Katherin             |                             | Address on File                         |                          |          |                 |       |       |         |
| Husband, Jermaine R.          |                             | Address on File                         |                          |          |                 |       |       |         |
| Husch Blackwell LLP           |                             | 8001 Forsyth Boulevard, Suite           |                          |          | St. Louis       | MO    | 63105 |         |
| HUSPP North & Clybourn LLC    | Will Renner & Steve Luthman | 444 W. Lake St, Ste 2400                |                          |          | Chicago         | IL    | 60606 |         |
| HUSPP North and Clybourn LLC  |                             | 845 Texas Avenue Ste 3300               |                          |          | Houston         | TX    | 77002 |         |
| HUSPPP North and Clybourn LLC | Corporate Counsel           | c/o Hines Interests Limited Partnership | 845 Texas Ave., Ste 3300 |          | Houston         | TX    | 77002 |         |
| Hussain, Syed A.              |                             | Address on File                         |                          |          |                 |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName        | Address1                             | Address2                  | Address3 | City       | State | Zip        | Country |
|--|---------------------------|--------------------------------------|---------------------------|----------|------------|-------|------------|---------|
| Hussein, Marwa                               |                           | Address on File                      |                           |          |            |       |            |         |
| Hussey, Stephen M.                           |                           | Address on File                      |                           |          |            |       |            |         |
| Huston, Donna R.                             |                           | Address on File                      |                           |          |            |       |            |         |
| Hutchcraft, Damon C.                         |                           | Address on File                      |                           |          |            |       |            |         |
| Hutchens, Lisa                               |                           | Address on File                      |                           |          |            |       |            |         |
| Hutchinson, Joshua                           |                           | Address on File                      |                           |          |            |       |            |         |
| Hutchinson, Kevin M.                         |                           | Address on File                      |                           |          |            |       |            |         |
| Hutchinson, Thomas J.                        |                           | Address on File                      |                           |          |            |       |            |         |
| HUTZLER MANUFACTURING CO. INC                |                           | 4 Grace Way                          |                           |          | Canaan     | CT    | 06018      |         |
| Hutzler Manufacturing Co. Inc.               |                           | PO Box 969                           |                           |          | Canaan     | CT    | 06018      |         |
| Huynh, Tam                                   |                           | Address on File                      |                           |          |            |       |            |         |
| Huza Home Concepts, LLC.                     |                           | 1629 K St. NW                        | Suite 300                 |          | Washington | DC    | 20009      |         |
| Hyché, Frederick S.                          |                           | Address on File                      |                           |          |            |       |            |         |
| HYCU, Inc.                                   |                           | 109 State Street                     |                           |          | Boston     | MA    | 02109      |         |
| Hydar, Ravahanan                             |                           | Address on File                      |                           |          |            |       |            |         |
| Hygge Games Kylskapsösi AB                   |                           | Olaigatan 19                         |                           |          | Orebro     |       | 70361      | Sweden  |
| Hyman, Amalya                                |                           | Address on File                      |                           |          |            |       |            |         |
| I&G DESIGNS AND LOGISTICS, LLC DBA FASHIONIT |                           | 14114 North Dallas Parkway suite 420 |                           |          | Dallas     | TX    | 75093      |         |
| I&G DESIGNS AND LOGISTICS, LLC DBA FASHIONIT |                           | 14114 North Dallas Parway suite 420  |                           |          | Plano      | TX    | 75093      |         |
| I&G Designs and Logistics, LLC DBA FashionIT |                           | 14114 Dallas Parkway                 | Suite #420                |          | Dallas     | TX    | 75254      |         |
| I&I Services, LLC                            |                           | 2111 Prestonwood Dr.                 |                           |          | Arlington  | TX    | 76012      |         |
| I&I-B2B, LLC                                 |                           | 2111 Prestonwood Dr                  |                           |          | Arlington  | TX    | 76012      |         |
| Iapalucci, Aiman                             |                           | Address on File                      |                           |          |            |       |            |         |
| Ibarra Gomez, Brisia J.                      |                           | Address on File                      |                           |          |            |       |            |         |
| Ibarra, Lorena                               |                           | Address on File                      |                           |          |            |       |            |         |
| Ibarra, Maritza                              |                           | Address on File                      |                           |          |            |       |            |         |
| Ibarra, Miguel A.                            |                           | Address on File                      |                           |          |            |       |            |         |
| Ibarra-Cortes, Jasmin                        |                           | Address on File                      |                           |          |            |       |            |         |
| Iberia Parish School Board                   |                           | P.O. Box 9770                        |                           |          | New Iberia | LA    | 70562-9770 |         |
| Iberville Parish Sales Tax Department        |                           | P.O. Box 355                         |                           |          | Plaquemine | LA    | 70765-0355 |         |
| IBM Corporation                              |                           | 1 North Castle Drive                 | c/o IBM Income Department |          | Armonk     | NY    | 10504      |         |
| Iboubi Bangole, Steve                        |                           | Address on File                      |                           |          |            |       |            |         |
| Ice Systems Inc. dba Proxytrust              |                           | PO Box 11126                         |                           |          | Hauppauge  | NY    | 11788      |         |
| Iciano, Nilza                                |                           | Address on File                      |                           |          |            |       |            |         |
| iCIMS, Inc.                                  |                           | 29348 Network Place                  |                           |          | Chicago    | IL    | 60673-1294 |         |
| ICON Ecological Solutions, LLC               | ICON Ecological Solutions | PO Box 645026                        |                           |          | Dallas     | TX    | 75264      |         |
| ICR LLC                                      |                           | 761 Main Ave                         |                           |          | Norwalk    | CT    | 06851      |         |
| Icy Cools, Inc.                              |                           | 15 Oscar Drive                       | P.O. Box 686              |          | Roosevelt  | NJ    | 08555-0686 |         |
| ICY-COOLS                                    |                           | 551 Raritan Center Parkway           |                           |          | Edison     | NJ    | 08837      |         |
| ID Label Inc.                                |                           | 425 Park Ave                         |                           |          | Lake Villa | IL    | 60046-6540 |         |
| ID Technology LLC                            |                           | P.O. Box 73419                       |                           |          | Cleveland  | OH    | 44193      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                 | CreditorNoticeName         | Address1                               | Address2                     | Address3 | City              | State | Zip        | Country |
|--|----------------------------|--|------------------------------|----------|-------------------|-------|------------|---------|
| ID.me, Inc.                                  | Attn Legal Department      | 8280 Greensboro Drive, Suite 800       |                              |          | Tysons Corner     | VA    | 22102      |         |
| Idaho Attorney General                       | Attn Bankruptcy Department | 700 W. Jefferson Street Suite 210      | PO Box 83720                 |          | Boise             | ID    | 83720-0010 |         |
| Idaho State Tax Commission                   | Unclaimed Property Program | 304 N 8th St. Suite 208                |                              |          | Boise             | ID    | 83702-5834 |         |
| Idaho State Tax Commission                   |                            | PO Box 76                              |                              |          | Boise             | ID    | 83707      |         |
| IDEA CO. LTD.                                |                            | 3F K&G Kyomachibori Bldg.              | 2-6-26 Kyomachibori Nishi-ku |          | Osaka             |       | 550-0003   | Japan   |
| Idea Co., Ltd.                               |                            | 3F K&G Kyomachi Bldg.                  | Kyomachibori Nishi-ku        |          | Osaka             |       | 5500003    | Japan   |
| IdeaStream Consumer Products, LLC            |                            | 812 Huron Road                         | Suite 390                    |          | Cleveland         | OH    | 44115      |         |
| Idlewild Co., Inc.                           |                            | 1105 18th Place                        |                              |          | Vero Beach        | FL    | 32960      |         |
| IDMWorks, LLC                                |                            | PO Box 140040                          |                              |          | Coral Gables      | FL    | 33114      |         |
| Iery, Ethan                                  |                            | Address on File                        |                              |          |                   |       |            |         |
| IF USA, LLC                                  |                            | 4350 Bryson Blvd.                      |                              |          | Florence          | AL    | 35630      |         |
| IG Design Group Americas, Inc.               |                            | 338 Industrial Blvd                    |                              |          | Midway            | GA    | 31320      |         |
| Ignatius, Emily                              |                            | Address on File                        |                              |          |                   |       |            |         |
| Ike, Chinaemere                              |                            | Address on File                        |                              |          |                   |       |            |         |
| Ikenata, Stephen M.                          |                            | Address on File                        |                              |          |                   |       |            |         |
| Ilantus Technologies                         |                            | 6860 N Dallas Parkway                  |                              |          | Plano             | TX    | 75024      |         |
| Illinois Attorney General                    | Attn Bankruptcy Department | James R. Thompson Ctr                  | 100 W. Randolph St.          |          | Chicago           | IL    | 60601      |         |
| Illinois Department Of Revenue               |                            | PO BOX 19006                           |                              |          | SPRINGFIELD       | IL    | 62794-9006 |         |
| Illinois Dept. Of Revenue                    |                            | P.O. Box 19032                         |                              |          | Springfield       | IL    | 62794-9032 |         |
| Illinois Secretary of State                  | Corp. F no. 5737-062-9     | 213 State Capitol                      |                              |          | Springfield       | IL    | 62756      |         |
| ILLUME Holding Company, LLC                  |                            | 10501 Elm Creek Blvd N                 |                              |          | Maple Grove       | MN    | 55369      |         |
| IMAGINATION PRODUCT CORP                     |                            | 227 W Cedar St                         |                              |          | Chillicothe       | IL    | 61523      |         |
| Imagination Products Corp dba FlexiSnake Inc |                            | 227 W Cedar St                         |                              |          | Chillicothe       | IL    | 61523      |         |
| Imani A. Keal DBA Big Pink Hat, LLC          |                            | Address on File                        |                              |          |                   |       |            |         |
| IMCG   |                            | 16240 Airport Park Drive               | Suite 100                    |          | Ft Myers          | FL    | 33913      |         |
| IMCG   |                            | 8130 Lakewood Main St, Ste 103 Box 335 | Nicolas Perrupato            |          | Lakewood Ranch    | FL    | 34202      |         |
| IMCG, Inc.                                   |                            | 801 International Parkway              | 5th Floor                    |          | Lake Mary         | FL    | 32746      |         |
| Impact Analytics                             |                            | 780 Elkridge Landing Rd                |                              |          | Linthicum Heights | MD    | 21090      |         |
| Impact Labor LLC                             |                            | 7980 N Brother Blvd                    |                              |          | Memphis           | TN    | 38133      |         |
| Impact Recovery Systems Inc                  |                            | 4955 Stout Dr                          |                              |          | San Antonio       | TX    | 78219      |         |
| Impact Service Group, Ltd                    |                            | 63 Copps Hill Road                     |                              |          | Ridgefield        | CT    | 06877      |         |
| Impact Tech, Inc.                            |                            | 223 E. De La Guerra                    |                              |          | Santa Barbara     | CA    | 93101      |         |
| Imperial Bag & Paper Co dba Lovan Industries |                            | PO BOX 35931                           |                              |          | Dallas            | TX    | 75235-0931 |         |
| Imprint Plus USA Inc.                        |                            | #260-21320 Gordon Way                  |                              |          | Richmond          | BC    | V6W 1J8    | Canada  |
| Imprint Plus USA Inc.                        |                            | 9240 Collection Center Drive           |                              |          | Chicago           | IL    | 60693      |         |
| Ina Darley                                   |                            | Address on File                        |                              |          |                   |       |            |         |
| INCLOSED,INC                                 |                            | 6620 F ST                              |                              |          | Omaha             | NE    | 68117      |         |
| Indeed, Inc.                                 |                            | P.O. Box 660367                        |                              |          | Dallas            | TX    | 75266-0367 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                | CreditorNoticeName                          | Address1                                | Address2               | Address3 | City             | State | Zip        | Country     |
|---|---|---|------------------------|----------|------------------|-------|------------|-------------|
| Indemnity Insurance Co. of North America    |   | 436 Walnut Street                       |                        |          | Philadelphia     | PA    | 19106      |             |
| Independent Can Co.                         |   | 1300 Brass Mill Road                    | P.O. Box 370           |          | Belcamp          | MD    | 21017-0370 |             |
| India Thandi                                |   | Address on File                         |                        |          |                  |       |            |             |
| Indiana Attorney General                    | Attn Bankruptcy Department                  | Indiana Govt Center South               | 302 West Washington St |          | Indianapolis     | IN    | 46204      |             |
| Indiana Attorney Generals Office            | Division of Unclaimed Property              | PO Box 2504                             | 5th Fl                 |          | Greenwood        | IN    | 46142      |             |
| Indiana Attorney Generals Office            | Unclaimed Property Division                 | PO Box 2504                             |                        |          | Greenwood        | IN    | 46142      |             |
| Indiana Department of Revenue               |   | PO Box 7218                             |                        |          | Indianapolis     | IN    | 46207-7218 |             |
| Indiana Secretary of State                  |   | 302 W. Washington Street<br>Room E018   |                        |          | Indianapolis     | IN    | 46204      |             |
| Industresource, LLC                         |   | 3701 Kennesaw South<br>Industrial Drive |                        |          | Kennesaw         | GA    | 30144      |             |
| Industrial Networking Solutions             | dba Industrial Networking Solutions         | P.O. Box 540                            |                        |          | Addison          | TX    | 75001      |             |
| Infante, Kevin                              |   | Address on File                         |                        |          |                  |       |            |             |
| Infor                                       |   | P.O. Box 847798                         |                        |          | Los Angeles      | CA    | 90084-7798 |             |
| Informatica LLC                             |   | 2100 Seaport Blvd                       |                        |          | Redwood City     | CA    | 94063      |             |
| Infusino, Judith M.                         |   | Address on File                         |                        |          |                  |       |            |             |
| Ingenito, Fred W.                           |   | Address on File                         |                        |          |                  |       |            |             |
| Ingraham, Amanda L.                         |   | Address on File                         |                        |          |                  |       |            |             |
| Ingram, Emily K.                            |   | Address on File                         |                        |          |                  |       |            |             |
| Ingram, Keshianna                           |   | Address on File                         |                        |          |                  |       |            |             |
| Ingrid Lopez                                |   | Address on File                         |                        |          |                  |       |            |             |
| Inland Commercial Real Estate Services LLC  | Senior Vice President - Property Management | 2901 Butterfield Road, Bldg #75018      |                        |          | Oak Brook        | IL    | 60523      |             |
| Inland Commercial Real Estate Services, LLC |   | 62903 Collection Center Dr.             |                        |          | Chicago          | IL    | 60693-0629 |             |
| Inners, Kirsten E.                          |   | Address on File                         |                        |          |                  |       |            |             |
| INNIES                                      |   | 360 west 132nd street                   |                        |          | los angeles      | CA    | 90061      |             |
| Innies                                      |   | 504 14th St                             |                        |          | Santa Monica     | CA    | 90402      |             |
| INNIES                                      |   | 1112 Montana avenue                     | Suite 127              |          | Santa Monica     | CA    | 90403      |             |
| Innov8                                      |   | 60 Commerce Dr                          |                        |          | Trumbull         | CT    | 06611      |             |
| Innova Products Limited                     |   | 200 John F. Kennedy Road                |                        |          | Palmerston North |       | 4410       | New Zealand |
| Inoa, Amy S.                                |   | Address on File                         |                        |          |                  |       |            |             |
| Insall, Brandt T.                           |   | Address on File                         |                        |          |                  |       |            |             |
| Inscore I, Andrew F.                        |   | Address on File                         |                        |          |                  |       |            |             |
| Inscore, Stacy L.                           |   | Address on File                         |                        |          |                  |       |            |             |
| Insight Direct USA, Inc.                    |   | 6820 S. Harl Avenue                     |                        |          | Tempe            | AZ    | 85283      |             |
| Insight Direct USA, Inc.                    |   | P.O. Box 78825                          |                        |          | Phoenix          | AZ    | 85062-8825 |             |
| Insight Direct USA, Inc.                    |   | PO Box 731069                           |                        |          | Dallas           | TX    | 75373-1069 |             |
| InSource, Inc                               |   | 2490 Boulevard of the Generals          |                        |          | Norristown       | PA    | 19403      |             |
| Inspired Mgmt LLC                           |   | 26811 Eastvale Rd                       |                        |          | Palos Verdes     | CA    | 90274      |             |
| InstaKey Security Systems                   |   | 7456 W. 5th Ave                         |                        |          | Lakewood         | CO    | 80226      |             |
| Intalytics, Inc.                            |   | 5 Research Drive Suite A                |                        |          | Ann Arbor        | MI    | 48103      |             |
| INTEGRA SPECIALTY PRODUCTS, INC.            |   | 3930 West Windmill Lane                 | Suite 100              |          | Las Vegas        | NV    | 89139      |             |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                            | CreditorNoticeName               | Address1                     | Address2                  | Address3 | City            | State | Zip        | Country |
|---|----------------------------------|------------------------------|---------------------------|----------|-----------------|-------|------------|---------|
| INTERDESIGN                             |                                  | 30320 Emerald Valley Parkway |                           |          | Glenwillow      | OH    | 44139      |         |
| Interdesign, Inc.                       |                                  | 30725 Solon Industrial Pkwy  |                           |          | Solon           | OH    | 44139      |         |
| Interface Security Systems LLC          |                                  | 3773 Corporate Center Drive  |                           |          | Earth City      | MO    | 63045      |         |
| Interface Security Systems LLC          |                                  | 1884 Lackland Hill Pkwy      |                           |          | St. Louis       | MO    | 63146      |         |
| Interior Investments                    |                                  | 550 Bond St                  |                           |          | Lincolnshire    | IL    | 60069      |         |
| INTERMETRO INDUSTRIES                   |                                  | 651 North Washington Street  |                           |          | Wilkes-Barre    | PA    | 18705      |         |
| Intermetro Industries Corporation       |                                  | P.O. Box 93730               |                           |          | Chicago         | IL    | 60673-3730 |         |
| Intermountain Renovations LLC           |                                  | 2440 Tower Drive             |                           |          | Monroe          | LA    | 71201      |         |
| Internal Revenue Service                | Centralized Insolvency Operation | PO Box 7346                  |                           |          | Philadelphia    | PA    | 19101-7346 |         |
| Internal Revenue Service                | Centralized Insolvency Operation | 2970 Market St               |                           |          | Philadelphia    | PA    | 19104      |         |
| International Arrivals dba OOLY, LLC    |                                  | 5607 Palmer Way              |                           |          | Carlsbad        | CA    | 92010      |         |
| INTERNATIONAL ARRIVALS, LLC dba OOLY    |                                  | 5607 Palmer Way              |                           |          | Carlsbad        | CA    | 92010      |         |
| INTERNATIONAL GREETINGS USA             |                                  | 5555 Glenridge Connector     | Suite 300                 |          | Atlanta         | GA    | 30342      |         |
| International Molded Packaging          |                                  | 206 Central Main St.         |                           |          | Central City    | SD    | 57754      |         |
| Intune Logistics                        |                                  | 208 Adley Way                |                           |          | Greenville      | SC    | 29607      |         |
| Inyongo, Sylvain B.                     |                                  | Address on File              |                           |          |                 |       |            |         |
| Ioannou, Janie G.                       |                                  | Address on File              |                           |          |                 |       |            |         |
| Iowa Attorney General                   | Attn Bankruptcy Department       | Hoover State Office Bldg     | 1305 E. Walnut Street     |          | Des Moines      | IA    | 50319      |         |
| Iowa Dept. of Revenue                   |                                  | P.O. Box 10412               |                           |          | Des Moines      | IA    | 50306-0412 |         |
| Iowa Dept. of Revenue                   |                                  | PO Box 856791                |                           |          | Minneapolis     | MN    | 55485-6791 |         |
| Iowa Office of the State Treasurer      | Great Iowa Treasure Hunt         | Lucas State Office Building  | 321 E 12th St., 1st Floor |          | Des Moines      | IA    | 50319      |         |
| IPENZING, LLC (DBA Sprigbox)            |                                  | 5455 N Sheridan Rd.          | #1402                     |          | Chicago         | IL    | 60640      |         |
| Ippolito, Benito                        |                                  | Address on File              |                           |          |                 |       |            |         |
| Ippolito, Graeson                       |                                  | Address on File              |                           |          |                 |       |            |         |
| Ipsos-Insight, LLC                      |                                  | 301 Merritt 7                |                           |          | Norwalk         | CT    | 06851      |         |
| Iqbal, Faria K.                         |                                  | Address on File              |                           |          |                 |       |            |         |
| Iqbal, Husnain                          |                                  | Address on File              |                           |          |                 |       |            |         |
| Iraheta, Yemelin                        |                                  | Address on File              |                           |          |                 |       |            |         |
| IREIT Little Rock Midtowne, L.L.C.      |                                  | 2901 Butterfield Road        |                           |          | Oak Brook       | IL    | 60523      |         |
| Iris USA, Inc.                          |                                  | 13423 W. Cactus Rd.          |                           |          | Surprise        | AZ    | 85379      |         |
| IRVING CARPENTER                        |                                  | Address on File              |                           |          |                 |       |            |         |
| Irving, Julia G.                        |                                  | Address on File              |                           |          |                 |       |            |         |
| ISAAC CHARLES DAIKER                    |                                  | Address on File              |                           |          |                 |       |            |         |
| Isaacman, Samuel E.                     |                                  | Address on File              |                           |          |                 |       |            |         |
| Isaacs, Barbara A.                      |                                  | Address on File              |                           |          |                 |       |            |         |
| Isaacs, Carolyn                         |                                  | Address on File              |                           |          |                 |       |            |         |
| ISCREAM, A DIVISION OF MINES PRESS, INC |                                  | 231 Croton Ave               |                           |          | Cortlandt Manor | NY    | 10567-5219 |         |
| Iscream, A Dvision of Mines Press, Inc. |                                  | 231 Croton Avenue            |                           |          | Cortlandt Manor | NY    | 10567      |         |
| Ishcomer Construction                   |                                  | 802 Ollie St                 |                           |          | Calera          | OK    | 74730      |         |
| ISI Commercial Refrigeration LLC        |                                  | PO Box 654020                |                           |          | Dallas          | TX    | 75265      |         |
| Isidron, Migdalia                       |                                  | Address on File              |                           |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName | Address1                         | Address2             | Address3 | City                  | State | Zip        | Country |
|------------------------------------|--------------------|----------------------------------|----------------------|----------|-----------------------|-------|------------|---------|
| Isla, Robert J.                    |                    | Address on File                  |                      |          |                       |       |            |         |
| Ison, Jen V.                       |                    | Address on File                  |                      |          |                       |       |            |         |
| ISS Corporate Solutions            |                    | 702 King Farm Blvd               | Suite 400            |          | Rockville             | MD    | 20850      |         |
| IT First                           |                    | P.O. Box 2129                    |                      |          | Addison               | TX    | 75001-2129 |         |
| iText Software Corp.               |                    | P.O. Box 620335                  |                      |          | Newton Lower Falls    | MA    | 02462-0335 |         |
| Itoya Of America, Ltd.             |                    | 800 Sandhill Avenue              |                      |          | Carson                | CA    | 90746-1212 |         |
| ITOYA-PROFOLIO                     |                    | 20725 S. Western Ave             | Ste 136              |          | Torrance              | CA    | 90501      |         |
| Its Arranged                       |                    | 401 Crabtree Ct                  |                      |          | Franklin              | TN    | 37069      |         |
| Iturralde, Jeffrey G.              |                    | Address on File                  |                      |          |                       |       |            |         |
| IUC International DBA Dhome Brands |                    | 1175 Markkress Rd Unit 2120      |                      |          | Cherry Hill           | NJ    | 08034      |         |
| IUC INTERNATIONAL LLC              |                    | 1175 Markkress Road              |                      |          | Cherry Hill           | NJ    | 08034      |         |
| Ivanti, Inc.                       |                    | Dept 0352                        | PO Box 120352        |          | Dallas                | TX    | 75312      |         |
| Ivery-Gardener, Reyshawn           |                    | Address on File                  |                      |          |                       |       |            |         |
| Ivey-Santos, Wyllow N.             |                    | Address on File                  |                      |          |                       |       |            |         |
| Iwanowski, Peter                   |                    | Address on File                  |                      |          |                       |       |            |         |
| Iwanski, Ed                        |                    | Address on File                  |                      |          |                       |       |            |         |
| Iwasaki Industry Inc.              |                    | 1216-5 Nukatabe-Kitamachi        |                      |          | Yamato-Koriyama, Nara |       |            | Japan   |
| IWASAKI INDUSTRY, INC.             |                    | 1521 Loatonia Ct                 |                      |          | Libertyville          | IL    | 60048      |         |
| IWASAKI INDUSTRY, INC.             |                    | 421-2, Takada-cho,               | Yamato-Kohriyama-Shi |          | Nara                  |       | 639-1132   | Japan   |
| Iyengar, Keshav                    |                    | Address on File                  |                      |          |                       |       |            |         |
| J & L Tire Service                 |                    | PO Box 1110                      |                      |          | Caddo Mills           | TX    | 75135      |         |
| J K ADAMS COMPANY                  |                    | 1430 Route 30                    |                      |          | Dorset                | VT    | 05251      |         |
| J&O PLASTICS                       |                    | 12475 Sheets Road                |                      |          | Rittman               | OH    | 44270      |         |
| J. Miller Beauty Designs, LLC      |                    | 2123 Alvarado Lane               |                      |          | Sarasota              | FL    | 34231      |         |
| J.J. Keller & Associates, Inc.     |                    | PO Box 6609                      |                      |          | Carol Stream          | IL    | 60197-6609 |         |
| J.K. Adams Company                 |                    | P. O. Box 248                    | 1430 Route 30        |          | Dorset                | VT    | 05251      |         |
| Jabara, Lana M.                    |                    | Address on File                  |                      |          |                       |       |            |         |
| Jabir, Jasmine H.                  |                    | Address on File                  |                      |          |                       |       |            |         |
| JACKI EASLICK LLC                  |                    | 222 Purchase St. #187            |                      |          | Rye                   | NY    | 10580      |         |
| Jacki Easlick LLC                  |                    | P.O. Box 781580                  |                      |          | Philadelphia          | PA    | 19178-1580 |         |
| JACKIE LYNN HARPER                 |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackman, Gina S.                   |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson III, Joseph                |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson Lewis PC                   |                    | 1133 Westchester Ave, Suite S125 |                      |          | West Harrison         | NY    | 10604      |         |
| Jackson Parish STCA                |                    | PO Box 666                       |                      |          | Jonesboro             | LA    | 71251      |         |
| Jackson, Asiana                    |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Brandon Y.                |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Brenda F.                 |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Brittany                  |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Carmen Y.                 |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Christine                 |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Dawn C.                   |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Dominic S.                |                    | Address on File                  |                      |          |                       |       |            |         |
| Jackson, Ebony                     |                    | Address on File                  |                      |          |                       |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName | Address1        | Address2 | Address3 | City       | State | Zip        | Country |
|---|--------------------|-----------------|----------|----------|------------|-------|------------|---------|
| Jackson, Gabrielle                        |                    | Address on File |          |          |            |       |            |         |
| Jackson, Hasina                           |                    | Address on File |          |          |            |       |            |         |
| Jackson, Isaac                            |                    | Address on File |          |          |            |       |            |         |
| Jackson, Jada                             |                    | Address on File |          |          |            |       |            |         |
| Jackson, Jasmine                          |                    | Address on File |          |          |            |       |            |         |
| Jackson, Jodi                             |                    | Address on File |          |          |            |       |            |         |
| Jackson, Katrena R.                       |                    | Address on File |          |          |            |       |            |         |
| Jackson, Khyla                            |                    | Address on File |          |          |            |       |            |         |
| Jackson, Martha                           |                    | Address on File |          |          |            |       |            |         |
| Jackson, Nialah                           |                    | Address on File |          |          |            |       |            |         |
| Jackson, Quiana                           |                    | Address on File |          |          |            |       |            |         |
| Jackson, Sarah D.                         |                    | Address on File |          |          |            |       |            |         |
| Jackson, T Ebony                          |                    | Address on File |          |          |            |       |            |         |
| Jackson, Tamiera D.                       |                    | Address on File |          |          |            |       |            |         |
| Jackson, Tyanna M.                        |                    | Address on File |          |          |            |       |            |         |
| Jackson, Victoria J.                      |                    | Address on File |          |          |            |       |            |         |
| Jackson, William C.                       |                    | Address on File |          |          |            |       |            |         |
| Jaclyn Zylstra                            |                    | Address on File |          |          |            |       |            |         |
| JACOB REIFF                               |                    | Address on File |          |          |            |       |            |         |
| Jacob, Madeline E.                        |                    | Address on File |          |          |            |       |            |         |
| Jacobs, Brian W.                          |                    | Address on File |          |          |            |       |            |         |
| Jacobs, Kara L.                           |                    | Address on File |          |          |            |       |            |         |
| Jacobs, Liam                              |                    | Address on File |          |          |            |       |            |         |
| Jacobs, Mishell R.                        |                    | Address on File |          |          |            |       |            |         |
| Jacobs, Randy                             |                    | Address on File |          |          |            |       |            |         |
| Jacobs, William C.                        |                    | Address on File |          |          |            |       |            |         |
| Jacome, Jennifer M.                       |                    | Address on File |          |          |            |       |            |         |
| Jacqueline Arthur                         |                    | Address on File |          |          |            |       |            |         |
| Jacquelyn Bender                          |                    | Address on File |          |          |            |       |            |         |
| Jacquelyn Olsen DBA Bee Organized Dallas  |                    | Address on File |          |          |            |       |            |         |
| JACQUELYN TATE                            |                    | Address on File |          |          |            |       |            |         |
| Jaeckle Wholesale, Inc.                   |                    | PO Box 95871    |          |          | Chicago    | IL    | 60694-5871 |         |
| Jaeger, Sophia                            |                    | Address on File |          |          |            |       |            |         |
| Jager, Kyle M.                            |                    | Address on File |          |          |            |       |            |         |
| Jahn, Evan                                |                    | Address on File |          |          |            |       |            |         |
| Jaime Jr., Rico                           |                    | Address on File |          |          |            |       |            |         |
| Jaimes, Juan V.                           |                    | Address on File |          |          |            |       |            |         |
| Jaimez, Malia                             |                    | Address on File |          |          |            |       |            |         |
| JAKE JAMES DEMPSEY                        |                    | Address on File |          |          |            |       |            |         |
| Jalos Truck Washing                       |                    | 537 Auburn Dr.  |          |          | Lewisville | TX    | 75067      |         |
| Jama, Bodari Y.                           |                    | Address on File |          |          |            |       |            |         |
| Jamaal Stanton                            |                    | Address on File |          |          |            |       |            |         |
| Jambard, Margaret A.                      |                    | Address on File |          |          |            |       |            |         |
| JAMES ANDREWS                             |                    | Address on File |          |          |            |       |            |         |
| James Family Sourcing dba Simple Division |                    | PO Box 251      |          |          | Headland   | AL    | 36345      |         |
| JAMES L EDGAR                             |                    | Address on File |          |          |            |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1                | Address2 | Address3 | City          | State | Zip        | Country |
|--|--------------------|-------------------------|----------|----------|---------------|-------|------------|---------|
| JAMES NICOLETTI                          |                    | Address on File         |          |          |               |       |            |         |
| JAMES PETER MONIODES                     |                    | Address on File         |          |          |               |       |            |         |
| James Pohlmann Sheriff and Tax Collector |                    | P.O. Box 168            |          |          | Chalmette     | LA    | 70044      |         |
| James Poole Construction, Inc.           |                    | 40014-27 Matt Neal Road |          |          | Norwood       | NC    | 28128      |         |
| James Tung Associates                    |                    | 5 Oak Hill Drive        |          |          | San Anselmo   | CA    | 94960      |         |
| James, Brianna                           |                    | Address on File         |          |          |               |       |            |         |
| James, Christina                         |                    | Address on File         |          |          |               |       |            |         |
| James, Diane W.                          |                    | Address on File         |          |          |               |       |            |         |
| James, Jenna                             |                    | Address on File         |          |          |               |       |            |         |
| James, Myles                             |                    | Address on File         |          |          |               |       |            |         |
| James-Juanah, Ganawa S.                  |                    | Address on File         |          |          |               |       |            |         |
| Jameson, Howard                          |                    | Address on File         |          |          |               |       |            |         |
| Jameson, Makayla                         |                    | Address on File         |          |          |               |       |            |         |
| Jameson, Matthew H.                      |                    | Address on File         |          |          |               |       |            |         |
| Jamf                                     |                    | PO Box 74007550         |          |          | Chicago       | IL    | 60674-7550 |         |
| Jamir, Johanna S.                        |                    | Address on File         |          |          |               |       |            |         |
| Jamison, James                           |                    | Address on File         |          |          |               |       |            |         |
| Jamison, Jennifer L.                     |                    | Address on File         |          |          |               |       |            |         |
| Jamison, Patrick Michael T.              |                    | Address on File         |          |          |               |       |            |         |
| Jamison, Reagan                          |                    | Address on File         |          |          |               |       |            |         |
| Jamrom, Sophie M.                        |                    | Address on File         |          |          |               |       |            |         |
| JAMS, Inc.                               |                    | P.O. Box 512850         |          |          | Los Angeles   | CA    | 90051-0850 |         |
| Janc, Susan R.                           |                    | Address on File         |          |          |               |       |            |         |
| Jane C Dolan dba Jane Organizes          |                    | Address on File         |          |          |               |       |            |         |
| Jane Otero                               |                    | Address on File         |          |          |               |       |            |         |
| Jane Soucy                               |                    | Address on File         |          |          |               |       |            |         |
| Janet Busby dba OrganiZare               |                    | Address on File         |          |          |               |       |            |         |
| JANET CLINE                              |                    | Address on File         |          |          |               |       |            |         |
| Janet Henson                             |                    | Address on File         |          |          |               |       |            |         |
| JANET STEFFEN                            |                    | Address on File         |          |          |               |       |            |         |
| Janette Gonzalez                         |                    | Address on File         |          |          |               |       |            |         |
| JANICE JUSSELL                           |                    | Address on File         |          |          |               |       |            |         |
| Janice Williams                          |                    | Address on File         |          |          |               |       |            |         |
| JANINE KOSTELNY                          |                    | Address on File         |          |          |               |       |            |         |
| Janiszski, Maria J.                      |                    | Address on File         |          |          |               |       |            |         |
| Jansen, Rae Jean                         |                    | Address on File         |          |          |               |       |            |         |
| Januchowski, Timothy M.                  |                    | Address on File         |          |          |               |       |            |         |
| Jaquez, Joshlyn                          |                    | Address on File         |          |          |               |       |            |         |
| Jaramillo Del Rio, Arisbeth              |                    | Address on File         |          |          |               |       |            |         |
| Jaramillo III, Leon A.                   |                    | Address on File         |          |          |               |       |            |         |
| Jaramillo, Mercedes M.                   |                    | Address on File         |          |          |               |       |            |         |
| Jaranilla, Diana                         |                    | Address on File         |          |          |               |       |            |         |
| Jarmouni, Fouad                          |                    | Address on File         |          |          |               |       |            |         |
| Jarvis, Rachel A.                        |                    | Address on File         |          |          |               |       |            |         |
| JASCO PRODUCTS                           |                    | 1044 Saint Cloud Loop   |          |          | Apex          | NC    | 27523      |         |
| JASCO PRODUCTS                           |                    | 10 E Memorial Rd        |          |          | Oklahoma City | OK    | 73114      |         |
| Jasco Products Company LLC               |                    | 10 E. Memorial Rd.      |          |          | Oklahoma City | OK    | 73114      |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName         | Address1                    | Address2  | Address3 | City                | State | Zip     | Country |
|--|----------------------------|-----------------------------|-----------|----------|---------------------|-------|---------|---------|
| JASCOR HOUSEWARES INC.                       |                            | 201 Wicksteed Ave., Unit #5 |           |          | East York           | ON    | M4G 0B1 | Canada  |
| Jascor Housewares Inc.                       |                            | 81A Brunswick               |           |          | Dollard Des Ormeaux | QC    | H9B2J5  | Canada  |
| Jason Bautista                               |                            | Address on File             |           |          |                     |       |         |         |
| Jason Lu                                     |                            | Address on File             |           |          |                     |       |         |         |
| JASON MARKK INC                              |                            | 931 E 11TH STREET           |           |          | LOS ANGELES         | CA    | 90021   |         |
| JASON MARKK INC                              |                            | 353 S Broadway              | 300       |          | LOS ANGELES         | CA    | 90013   |         |
| Jason Markk, Inc.                            |                            | 353 S Broadway              | Suite 300 |          | Los Angeles         | CA    | 90013   |         |
| Jason, Erica S.                              |                            | Address on File             |           |          |                     |       |         |         |
| Jasper, Ashley N.                            |                            | Address on File             |           |          |                     |       |         |         |
| Jassey, Landing                              |                            | Address on File             |           |          |                     |       |         |         |
| Javellana, Ethan R.                          |                            | Address on File             |           |          |                     |       |         |         |
| JAY CLARK                                    |                            | Address on File             |           |          |                     |       |         |         |
| JAY WEHRING                                  |                            | Address on File             |           |          |                     |       |         |         |
| Jayatunge, Laknindu K.                       |                            | Address on File             |           |          |                     |       |         |         |
| JB Cutting Inc                               |                            | 171 Grand Ave               |           |          | Mt Clemens          | MI    | 48043   |         |
| JBZ Enterprises LLC                          |                            | 3811 Coventry Lane          |           |          | Boca Raton          | FL    | 33496   |         |
| JBZ ENTERPRISES LLC                          |                            | 138 East 12th Street        | apt 3H    |          | New York            | NY    | 10003   |         |
| Jean Ortiz, Odenny                           |                            | Address on File             |           |          |                     |       |         |         |
| Jean, Briana                                 |                            | Address on File             |           |          |                     |       |         |         |
| Jean, Genesis R.                             |                            | Address on File             |           |          |                     |       |         |         |
| Jean, LaMarre                                |                            | Address on File             |           |          |                     |       |         |         |
| Jean, St Phar                                |                            | Address on File             |           |          |                     |       |         |         |
| Jean-Claude, Crystal                         |                            | Address on File             |           |          |                     |       |         |         |
| JEANEEN ARTHUR                               |                            | Address on File             |           |          |                     |       |         |         |
| Jeanette Colley                              |                            | Address on File             |           |          |                     |       |         |         |
| Jeanie Quirk                                 |                            | Address on File             |           |          |                     |       |         |         |
| Jeanne Kingsbury                             |                            | Address on File             |           |          |                     |       |         |         |
| Jeannot, Samantha                            |                            | Address on File             |           |          |                     |       |         |         |
| Jefferson Davis Parish School Board          |                            | P.O. Box 1161               |           |          | Jennings            | LA    | 70546   |         |
| Jefferson, Raynard M.                        |                            | Address on File             |           |          |                     |       |         |         |
| Jefferson, Shani                             |                            | Address on File             |           |          |                     |       |         |         |
| Jeffery, Mitchell H.                         |                            | Address on File             |           |          |                     |       |         |         |
| Jeffrey M. Rosenberg, P.C.                   | Jeffrey M. Rosenberg, Esq. | 15 Engle Street, Suite 207  |           |          | Englewood           | NJ    | 07631   |         |
| JEFFREY SCOTT JONES                          |                            | Address on File             |           |          |                     |       |         |         |
| Jeglic, Julie I.                             |                            | Address on File             |           |          |                     |       |         |         |
| Jemison, Sydney                              |                            | Address on File             |           |          |                     |       |         |         |
| Jen Halls                                    |                            | Address on File             |           |          |                     |       |         |         |
| Jen Martin DBA Reset Your Nest               |                            | Address on File             |           |          |                     |       |         |         |
| Jenel, Michelle N.                           |                            | Address on File             |           |          |                     |       |         |         |
| Jenia Brown                                  |                            | Address on File             |           |          |                     |       |         |         |
| Jenkins, Carol E.                            |                            | Address on File             |           |          |                     |       |         |         |
| Jenkins, Jessica                             |                            | Address on File             |           |          |                     |       |         |         |
| Jenkins, Tina                                |                            | Address on File             |           |          |                     |       |         |         |
| Jenna Dornseif dba Synced LLC                |                            | Address on File             |           |          |                     |       |         |         |
| Jennifer Finch dba Ultimately Organized, LLC |                            | Address on File             |           |          |                     |       |         |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName                  | Address1                             | Address2  | Address3 | City         | State | Zip        | Country |
|---|-------------------------------------|--------------------------------------|-----------|----------|--------------|-------|------------|---------|
| JENNIFER HANNA-CHAMBERS                     |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Holmer                             |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Kelley                             |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Lopez                              |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Lopez                              |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Noseworthy                         |                                     | Address on File                      |           |          |              |       |            |         |
| JENNIFER PAVLAKOVICH                        |                                     | Address on File                      |           |          |              |       |            |         |
| JENNIFER PEREIRA                            |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Raftis dba Efficiency Matters, LLC |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Seo                                |                                     | Address on File                      |           |          |              |       |            |         |
| JENNIFER VERVAET                            |                                     | Address on File                      |           |          |              |       |            |         |
| Jennifer Wright                             |                                     | Address on File                      |           |          |              |       |            |         |
| Jennings, Mary J.                           |                                     | Address on File                      |           |          |              |       |            |         |
| Jenny Dougherty                             |                                     | Address on File                      |           |          |              |       |            |         |
| JENNY MANDALA-OROURKE                       |                                     | Address on File                      |           |          |              |       |            |         |
| Jensen, Amelia                              |                                     | Address on File                      |           |          |              |       |            |         |
| Jensen, Renee                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jensen, Tobin                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jerome Benton                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jerome H. Meyer & Co.                       | Steven C. Salyers, Property Manager | 640 North La Salle Street, Suite 605 |           |          | Chicago      | IL    | 60654      |         |
| Jerome, Elizabeth Jane J.                   |                                     | Address on File                      |           |          |              |       |            |         |
| Jerrett, Justin M.                          |                                     | Address on File                      |           |          |              |       |            |         |
| Jersey Central Power & Light                | FirstEnergy Corp.                   | 76 South Main Street                 |           |          | Akron        | OH    | 44308      |         |
| Jersey Central Power & Light                |                                     | PO Box 371422                        |           |          | Pittsburgh   | PA    | 15250-7422 |         |
| Jersey Shore Spaces, LLC                    |                                     | 100 N. Mnnroe Avenue, Unit 3         |           |          | Margate City | NJ    | 08402      |         |
| Jess Charmoli                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jess Charmoli                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jesse Wright                                |                                     | Address on File                      |           |          |              |       |            |         |
| Jessee, Elizabeth                           |                                     | Address on File                      |           |          |              |       |            |         |
| Jesser, Kayla                               |                                     | Address on File                      |           |          |              |       |            |         |
| JESSI STOLZENBERGER                         |                                     | Address on File                      |           |          |              |       |            |         |
| Jessica A. Moynihan                         |                                     | Address on File                      |           |          |              |       |            |         |
| Jessica Colarusso                           |                                     | Address on File                      |           |          |              |       |            |         |
| Jessica Hall                                |                                     | Address on File                      |           |          |              |       |            |         |
| Jessica Keeton                              |                                     | Address on File                      |           |          |              |       |            |         |
| JESSICA LYNN ARMSTRONG                      |                                     | Address on File                      |           |          |              |       |            |         |
| Jessica Perea                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jesus Prieto Photography, LLC               |                                     | PO Box 1266                          |           |          | Euless       | TX    | 76039      |         |
| JetBrains Americas, Inc.                    |                                     | 989 East Hillsdale Boulevard         | Suite 200 |          | Foster City  | CA    | 94404      |         |
| Jewel Hotel Owner                           | C/O RW Purchasing                   | 2154 E Commons Avenue Suite 4600     |           |          | Centennial   | CO    | 80122      |         |
| Jewell Draper                               |                                     | Address on File                      |           |          |              |       |            |         |
| Jewell, Alexander S.                        |                                     | Address on File                      |           |          |              |       |            |         |
| Jewell, Jameline                            |                                     | Address on File                      |           |          |              |       |            |         |
| Jie Min                                     |                                     | Address on File                      |           |          |              |       |            |         |
| JILL EGNEW                                  |                                     | Address on File                      |           |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                       | CreditorNoticeName | Address1                                | Address2                    | Address3            | City            | State | Zip        | Country |
|--|--------------------|---|-----------------------------|---------------------|-----------------|-------|------------|---------|
| Jill Fleming dba Smart Organizing Solutions        |                    | Address on File                         |                             |                     |                 |       |            |         |
| JILL H BAKER                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jill Jones   |                    | Address on File                         |                             |                     |                 |       |            |         |
| JILL MAJERUS                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| JILLSON & ROBERTS                                  |                    | 3300 West Castor Street                 |                             |                     | Santa Anna      | CA    | 92704      |         |
| Jim Buswell  |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimarez, Carlos P.                                 |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimenez, Ana                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimenez, Cindi                                     |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimenez, Jorge E.                                  |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimenez, Marco                                     |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jimmese Glenn                                      |                    | Address on File                         |                             |                     |                 |       |            |         |
| JINNIFER KOGER                                     |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jio Haptik Technologies Limited                    | Attn Ajay Lulla    | A-801, Cello Triumph, I.B. Patel Road   | Off Western Express Highway | Goregaon (E)        | Mumbai          |       | 400 063    | India   |
| Jio Haptik Technologies Limited                    |                    | Office - 101, Saffron, Nr. Centre Point | Panchwati 5 Rasta           | Ambawadi, Ahmedabad | Gujarat         |       | 380006     | India   |
| JJAAMM, LLC  |                    | 9040 Highview Lane                      |                             |                     | Woodbury        | MN    | 55125      |         |
| JJM Solutions                                      |                    | 4109 Springbrook Court                  |                             |                     | Pleasant Prarie | WI    | 53158      |         |
| JOAN M COLES                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOAN MIHELICH                                      |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOAN OBLAK   |                    | Address on File                         |                             |                     |                 |       |            |         |
| Joanna Van   |                    | Address on File                         |                             |                     |                 |       |            |         |
| JoAnne M Strucker                                  |                    | Address on File                         |                             |                     |                 |       |            |         |
| Jobar International, Inc.                          |                    | 3112 Kashiwa Street                     |                             |                     | Torrance        | CA    | 90505      |         |
| Jobst, Patricia L.                                 |                    | Address on File                         |                             |                     |                 |       |            |         |
| JODY BARRETT                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOE FERREIRA                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| Joe Njoku  |                    | Address on File                         |                             |                     |                 |       |            |         |
| Joel, Kandyce M.                                   |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOELLE JENSEN HERNANDEZ                            |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOHN CALHOUN CONNIFF III                           |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOHN CHRISTIAN URBIN                               |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Cunic   |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Fralish                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Galt Development, Inc                         | C/O Anne Omrod     | 505 North Lake Shore Drive #1912        |                             |                     | Chicago         | IL    | 60611      |         |
| John Jelinek DBA Yellow Theme                      |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Kristafer Donald Galashan                     |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Moreno  |                    | Address on File                         |                             |                     |                 |       |            |         |
| John Moser   |                    | Address on File                         |                             |                     |                 |       |            |         |
| John R. Ames, Dallas County Tax Assessor-Collector |                    | P.O. Box 139033                         |                             |                     | Dallas          | TX    | 75313-9033 |         |
| JOHN SCADDEN                                       |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOHN SCHROEDER                                     |                    | Address on File                         |                             |                     |                 |       |            |         |
| JOHN WAYNE MCCASLIN                                |                    | Address on File                         |                             |                     |                 |       |            |         |
| John, Daniel A.                                    |                    | Address on File                         |                             |                     |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName | Address1                | Address2 | Address3 | City        | State | Zip        | Country |
|---|--------------------|-------------------------|----------|----------|-------------|-------|------------|---------|
| Johnson Controls Security Solutions     |                    | PO BOX 371967           |          |          | Pittsburg   | PA    | 15250-7967 |         |
| Johnson Controls Security Solutions LLC |                    | P.O. Box 371967         |          |          | Pittsburgh  | PA    | 15250      |         |
| Johnson Controls Security Solutions LLC |                    | PO Box 223670           |          |          | Pittsburgh  | PA    | 15251-2670 |         |
| Johnson County Wastewater               |                    | 11811 S Sunset Dr #2500 |          |          | Olathe      | KS    | 66061      |         |
| Johnson County Wastewater               |                    | PO BOX 219948           |          |          | Kansas City | MO    | 64121-9948 |         |
| Johnson Equipment Co.                   |                    | P.O. Box 802009         |          |          | Dallas      | TX    | 75380-2009 |         |
| Johnson II, Leslie                      |                    | Address on File         |          |          |             |       |            |         |
| Johnson Thomas, Karen                   |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Abigail J.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Adrena                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Alyssa                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Antonio                        |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Beverly A.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Brandon                        |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Brian                          |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Brian I.                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Brianna                        |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Bryan                          |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Caleb M.                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Caleb W.                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Cameron R.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Cassandra                      |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Chad                           |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Chantis K.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Charley E.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Christin M.                    |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Christopher D.                 |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Colleen A.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, David                          |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Delonie N.                     |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Hannah L.                      |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Hannah N.                      |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Isabel                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Jill M.                        |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Kay L.                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Kaylee R.                      |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Kayleigh                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Keshia                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Lexter                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Lorraine D.                    |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Luke J.                        |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Nakari                         |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Pammy L.                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Peter C.                       |                    | Address on File         |          |          |             |       |            |         |
| Johnson, Renee M.                       |                    | Address on File         |          |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName | Address1                      | Address2  | Address3 | City       | State | Zip        | Country |
|-------------------------------|--------------------|-------------------------------|-----------|----------|------------|-------|------------|---------|
| Johnson, Ripley A.            |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Ryan S.              |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Shannon N.           |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Sharon S.            |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Sidney E.            |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Thor A.              |                    | Address on File               |           |          |            |       |            |         |
| Johnson, Whitney              |                    | Address on File               |           |          |            |       |            |         |
| Johnston, Jacqui              |                    | Address on File               |           |          |            |       |            |         |
| Johnston, Mary                |                    | Address on File               |           |          |            |       |            |         |
| Joiner-Sims, Jennifer         |                    | Address on File               |           |          |            |       |            |         |
| JOKARI                        |                    | 1220 Champion Circle          | Suite 100 |          | Carrollton | TX    | 75006      |         |
| Jokari/US, Inc.               |                    | P.O. Box 1036                 |           |          | Charlotte  | NC    | 28201-1036 |         |
| Jolie Skin Company, Inc.      |                    | 522 Buck Road                 |           |          | Accord     | NY    | 12404      |         |
| Jolly, Kimberly A.            |                    | Address on File               |           |          |            |       |            |         |
| JONATHAN LINWOOD SLEEP        |                    | Address on File               |           |          |            |       |            |         |
| JONATHAN ORLANDO<br>HERNANDEZ |                    | Address on File               |           |          |            |       |            |         |
| Jonathan Sokoloff             |                    | Address on File               |           |          |            |       |            |         |
| JONATHAN Y DESIGNS INC        |                    | 185 Madison Avenue            | Suite 602 |          | New York   | NY    | 10016      |         |
| JONATHAN Y DESIGNS INC        |                    | 185 Madison Avenue, 6th Floor |           |          | New York   | NY    | 10016      |         |
| Jones Jr., Clayton            |                    | Address on File               |           |          |            |       |            |         |
| Jones Jr., Darryl L.          |                    | Address on File               |           |          |            |       |            |         |
| Jones Jr., Malinda T.         |                    | Address on File               |           |          |            |       |            |         |
| Jones, Alexa J.               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Alexis                 |                    | Address on File               |           |          |            |       |            |         |
| Jones, Alysia E.              |                    | Address on File               |           |          |            |       |            |         |
| Jones, Amy L.                 |                    | Address on File               |           |          |            |       |            |         |
| Jones, Ashley                 |                    | Address on File               |           |          |            |       |            |         |
| Jones, Brian A.               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Caroline M.            |                    | Address on File               |           |          |            |       |            |         |
| Jones, Charris A.             |                    | Address on File               |           |          |            |       |            |         |
| Jones, Chase E.               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Christine C.           |                    | Address on File               |           |          |            |       |            |         |
| Jones, Corniche               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Cynthia N.             |                    | Address on File               |           |          |            |       |            |         |
| Jones, David                  |                    | Address on File               |           |          |            |       |            |         |
| Jones, Debra L.               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Destinee I.            |                    | Address on File               |           |          |            |       |            |         |
| Jones, Elisabeth L.           |                    | Address on File               |           |          |            |       |            |         |
| Jones, Fabian D.              |                    | Address on File               |           |          |            |       |            |         |
| Jones, Fathiah                |                    | Address on File               |           |          |            |       |            |         |
| Jones, Grace E.               |                    | Address on File               |           |          |            |       |            |         |
| Jones, Jade                   |                    | Address on File               |           |          |            |       |            |         |
| Jones, Jane E.                |                    | Address on File               |           |          |            |       |            |         |
| Jones, Jeffrey S.             |                    | Address on File               |           |          |            |       |            |         |
| Jones, Jessica F.             |                    | Address on File               |           |          |            |       |            |         |
| Jones, Judith A.              |                    | Address on File               |           |          |            |       |            |         |
| Jones, Kelli L.               |                    | Address on File               |           |          |            |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1           | Address2   | Address3 | City     | State | Zip   | Country |
|--|--------------------|--------------------|------------|----------|----------|-------|-------|---------|
| Jones, Kristen N.                            |                    | Address on File    |            |          |          |       |       |         |
| Jones, Kya                                   |                    | Address on File    |            |          |          |       |       |         |
| Jones, Kyleen                                |                    | Address on File    |            |          |          |       |       |         |
| Jones, Marcques                              |                    | Address on File    |            |          |          |       |       |         |
| Jones, Michael P.                            |                    | Address on File    |            |          |          |       |       |         |
| Jones, Ozell S.                              |                    | Address on File    |            |          |          |       |       |         |
| Jones, Romaine                               |                    | Address on File    |            |          |          |       |       |         |
| Jones, Ryan B.                               |                    | Address on File    |            |          |          |       |       |         |
| Jones, Savonsia                              |                    | Address on File    |            |          |          |       |       |         |
| Jones, Sean J.                               |                    | Address on File    |            |          |          |       |       |         |
| Jones, Stacy L.                              |                    | Address on File    |            |          |          |       |       |         |
| Jones, TaCoria M.                            |                    | Address on File    |            |          |          |       |       |         |
| Jones, Takiya                                |                    | Address on File    |            |          |          |       |       |         |
| Jones, Tamara J.                             |                    | Address on File    |            |          |          |       |       |         |
| Jones, Tikara                                |                    | Address on File    |            |          |          |       |       |         |
| Jones, Victoria B.                           |                    | Address on File    |            |          |          |       |       |         |
| Jones-Dupree, Miya E.                        |                    | Address on File    |            |          |          |       |       |         |
| Jones-Sims, Kiara                            |                    | Address on File    |            |          |          |       |       |         |
| Joor Erin Schultz dba Joorganized            |                    | Address on File    |            |          |          |       |       |         |
| Jordan, Catherine M.                         |                    | Address on File    |            |          |          |       |       |         |
| Jordan, Cheyenne                             |                    | Address on File    |            |          |          |       |       |         |
| Jordan, Gregory S.                           |                    | Address on File    |            |          |          |       |       |         |
| Jordan, Holly T.                             |                    | Address on File    |            |          |          |       |       |         |
| Jordan, Stephanie R.                         |                    | Address on File    |            |          |          |       |       |         |
| Jordania Sobrado                             |                    | Address on File    |            |          |          |       |       |         |
| JOSEPH JOSEPH                                |                    | 41 Madison Ave     | 15th Floor |          | New York | NY    | 10010 |         |
| Joseph Joseph Inc.                           |                    | 1539 Franklin Ave  | 2nd Floor  |          | Mineola  | NY    | 11501 |         |
| Joseph K. Keatley                            |                    | Address on File    |            |          |          |       |       |         |
| Joseph Ventura                               |                    | Address on File    |            |          |          |       |       |         |
| Joseph Young                                 |                    | Address on File    |            |          |          |       |       |         |
| Joseph, Adekemi F.                           |                    | Address on File    |            |          |          |       |       |         |
| Joseph, John A.                              |                    | Address on File    |            |          |          |       |       |         |
| Joseph, Kelly-Ann                            |                    | Address on File    |            |          |          |       |       |         |
| Joseph, Sabrina                              |                    | Address on File    |            |          |          |       |       |         |
| Joseph, Sony                                 |                    | Address on File    |            |          |          |       |       |         |
| Joseph, Yaasmeen                             |                    | Address on File    |            |          |          |       |       |         |
| Josephy, Rebeca                              |                    | Address on File    |            |          |          |       |       |         |
| Joshua Andrew Case dba Josh Case Productions |                    | Address on File    |            |          |          |       |       |         |
| Joshua Goodwyn                               |                    | Address on File    |            |          |          |       |       |         |
| Josie, Ashlyn F.                             |                    | Address on File    |            |          |          |       |       |         |
| Joseon, Alberto Luis A.                      |                    | Address on File    |            |          |          |       |       |         |
| Jourdan III, Earl W.                         |                    | Address on File    |            |          |          |       |       |         |
| Jourdan, Kevin                               |                    | Address on File    |            |          |          |       |       |         |
| Joves, Jason                                 |                    | Address on File    |            |          |          |       |       |         |
| Joy Creative Shop, LLC                       |                    | 5230 Del Roy Drive |            |          | Dallas   | TX    | 75229 |         |
| JOYCE SHERMAN                                |                    | Address on File    |            |          |          |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                     | CreditorNoticeName | Address1                                     | Address2         | Address3 | City        | State | Zip        | Country |
|--|--------------------|--|------------------|----------|-------------|-------|------------|---------|
| Joyce Tanpoco                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Joyce, Melinda H.                                |                    | Address on File                              |                  |          |             |       |            |         |
| JP Morgan Chase Bank, N.A.                       | Victoria Cordoba   | 8181 Communications Pkwy<br>Bldg B, Floor 02 |                  |          | Plano       | TX    | 75024      |         |
| JP Neat LLC                                      |                    | 46 Sawgrass Ct                               |                  |          | Las Vegas   | NV    | 89113      |         |
| JPMorgan Chase Bank, N.A.                        | Andrew Ray         | 2200 Ross Avenue                             | Floor 9-TX1-2921 |          | Dallas      | TX    | 75201      |         |
| JPMorgan Chase Bank, N.A.                        | Olga Prado         | 10 S Dearborn St.                            | 22nd Floor       |          | Chicago     | IL    | 60603      |         |
| JPMorgan Chase Bank, N.A.                        |                    | 10410 Highland Manor Drive,<br>Floor 3       |                  |          | Tampa       | FL    | 33610-9128 |         |
| JPMorgan Chase Bank, N.A. as<br>Collateral Agent |                    | 1111 Fannin St                               | 10th Floor       |          | Houston     | TX    | 77002      |         |
| JRM Construction Management<br>New Jersey, LLC   |                    | 390 Veterans Boulevard                       |                  |          | Carlstadt   | NJ    | 07072      |         |
| JTD Golf Concepts, LLC                           |                    | 753 Holbrooke Dr                             |                  |          | Canton      | MI    | 48187      |         |
| Juan Gaviria                                     |                    | Address on File                              |                  |          |             |       |            |         |
| JUAN SANDOVAL                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez Galeno, Eufracia                          |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez Herrera, Pamela J.                        |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez, Belen                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez, David A.                                 |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez, Layla A.                                 |                    | Address on File                              |                  |          |             |       |            |         |
| Juarez, Martin                                   |                    | Address on File                              |                  |          |             |       |            |         |
| Juberget, Courtney                               |                    | Address on File                              |                  |          |             |       |            |         |
| Juday, Rebekah                                   |                    | Address on File                              |                  |          |             |       |            |         |
| Judd, Kevin J.                                   |                    | Address on File                              |                  |          |             |       |            |         |
| Judi Cettel                                      |                    | Address on File                              |                  |          |             |       |            |         |
| Judith Mull                                      |                    | Address on File                              |                  |          |             |       |            |         |
| JUDITH ZAVASKY                                   |                    | Address on File                              |                  |          |             |       |            |         |
| Judy Reed  |                    | Address on File                              |                  |          |             |       |            |         |
| Judy Strawbridge                                 |                    | Address on File                              |                  |          |             |       |            |         |
| Judy, Kelly B.                                   |                    | Address on File                              |                  |          |             |       |            |         |
| Juett, Kala                                      |                    | Address on File                              |                  |          |             |       |            |         |
| Jukl, Ivo  |                    | Address on File                              |                  |          |             |       |            |         |
| Julen Alegria                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Julen Alegria                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Julia Hornung                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Julia Hornung dba Move Over<br>Mess Organizing   |                    | Address on File                              |                  |          |             |       |            |         |
| Julia Raz dba Golden West<br>Organizing          |                    | Address on File                              |                  |          |             |       |            |         |
| Julian, Kiana L.                                 |                    | Address on File                              |                  |          |             |       |            |         |
| JULIE ANN DAO                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Julie Han  |                    | Address on File                              |                  |          |             |       |            |         |
| JULIE LEOPARD                                    |                    | Address on File                              |                  |          |             |       |            |         |
| Julie Siegel DBA Clean Slate<br>Home Organizing  |                    | Address on File                              |                  |          |             |       |            |         |
| JumpMind, Inc.                                   |                    | P.O. Box 2012                                |                  |          | Westerville | OH    | 43086-2012 |         |
| Jungels, Matthew J.                              |                    | Address on File                              |                  |          |             |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName                      | Address1                   | Address2                          | Address3 | City               | State | Zip        | Country |
|----------------------------------|---|----------------------------|-----------------------------------|----------|--------------------|-------|------------|---------|
| Junior Star Enterprise CO., LTD. |   | 5F-3, No 379, Jang Shan Rd | SanChung City                     |          | Taipei Hsien       |       | 241-58     | Taiwan  |
| JUNIOR STAR ENTS LTD.            |   | 5F-3, NO.260, SEC. 2       | NEW TAIPEI<br>BLVD.,SANCHONG DIST |          | NEW TAIPEI<br>CITY |       | 24158      | Taiwan  |
| Jurcak, Thomas R.                |   | Address on File            |                                   |          |                    |       |            |         |
| JUSTIN WAYNE BEESINGER           |   | Address on File            |                                   |          |                    |       |            |         |
| Justiniano, Aaron A.             |   | Address on File            |                                   |          |                    |       |            |         |
| K. C. Adventures, Inc.           |   | 11031 Perrin Beitel        |                                   |          | San Antonio        | TX    | 78217      |         |
| KA&F Group LLC                   |   | 11722 Sorrento Valley Road | Suite G-1                         |          | San Diego          | CA    | 92121      |         |
| KA&F GROUP LLC                   |   | 150 S County Road 300W     |                                   |          | Frankfort          | IN    | 46041      |         |
| Kabbara, Ahmad                   |   | Address on File            |                                   |          |                    |       |            |         |
| Kabbara, Devondrick              |   | Address on File            |                                   |          |                    |       |            |         |
| Kabeya, Jean Claude K.           |   | Address on File            |                                   |          |                    |       |            |         |
| Kabler, Gary A.                  |   | Address on File            |                                   |          |                    |       |            |         |
| Kabui I, Salome W.               |   | Address on File            |                                   |          |                    |       |            |         |
| Kahsay, Eyobel                   |   | Address on File            |                                   |          |                    |       |            |         |
| Kaile Zagger                     |   | Address on File            |                                   |          |                    |       |            |         |
| Kainz, Katherine E.              |   | Address on File            |                                   |          |                    |       |            |         |
| Kaiser, Christopher W.           |   | Address on File            |                                   |          |                    |       |            |         |
| Kaitlyn Dane LLC                 |   | Address on File            |                                   |          |                    |       |            |         |
| Kakareka, Roxanne M.             |   | Address on File            |                                   |          |                    |       |            |         |
| Kalil, Gina M.                   |   | Address on File            |                                   |          |                    |       |            |         |
| Kallis, Karen K.                 |   | Address on File            |                                   |          |                    |       |            |         |
| Kallman, Megan E.                |   | Address on File            |                                   |          |                    |       |            |         |
| Kallstrom, Michael A.            |   | Address on File            |                                   |          |                    |       |            |         |
| Kalokoh, Marion                  |   | Address on File            |                                   |          |                    |       |            |         |
| Kamara, Memuna                   |   | Address on File            |                                   |          |                    |       |            |         |
| Kamberis, Denise M.              |   | Address on File            |                                   |          |                    |       |            |         |
| Kamp, Alyson E.                  |   | Address on File            |                                   |          |                    |       |            |         |
| Kampitsis, Georgia               |   | Address on File            |                                   |          |                    |       |            |         |
| Kanchustambam, Jaganmohan        |   | Address on File            |                                   |          |                    |       |            |         |
| Kanda, Deogracia K.              |   | Address on File            |                                   |          |                    |       |            |         |
| Kane Russell Coleman Logan PC    | Raymond J. Kane and John<br>M. Inabnett | 901 Main St, Suite 5200    |                                   |          | Dallas             | TX    | 75202-3705 |         |
| Kang, Jeannie                    |   | Address on File            |                                   |          |                    |       |            |         |
| Kania, Merle                     |   | Address on File            |                                   |          |                    |       |            |         |
| Kannenberg, Cortney D.           |   | Address on File            |                                   |          |                    |       |            |         |
| Kansas Attorney General          | Attn Bankruptcy Department              | 120 SW 10th Ave., 2nd Fl   |                                   |          | Topeka             | KS    | 66612-1597 |         |
| Kansas Department of Revenue     |   | 915 SW Harrison Street     |                                   |          | Topeka             | KS    | 66612-1588 |         |
| Kansas Gas Service               |   | PO Box 219046              |                                   |          | Kansas City        | MO    | 64121-9046 |         |
| Kansas Gas Service               |   | 7421 W. 129th Street       |                                   |          | Overland Park      | KS    | 66213      |         |
| Kansas Secretary of State        |   | 120 S.W. 10th Avenue       |                                   |          | Topeka             | KS    | 66612      |         |
| Kansas State Treasurer           | Unclaimed Property Division             | 900 SW Jackson Ste 201     |                                   |          | Topeka             | KS    | 66612-1235 |         |
| Kao, Judy                        |   | Address on File            |                                   |          |                    |       |            |         |
| Kapla, Joseph                    |   | Address on File            |                                   |          |                    |       |            |         |
| Kaps, Andrea L.                  |   | Address on File            |                                   |          |                    |       |            |         |
| Kapsalis, Katrina                |   | Address on File            |                                   |          |                    |       |            |         |
| Karakhanova, Anna M.             |   | Address on File            |                                   |          |                    |       |            |         |
| Karcis, Zachary A.               |   | Address on File            |                                   |          |                    |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName | Address1                           | Address2 | Address3 | City     | State | Zip        | Country |
|---|--------------------|------------------------------------|----------|----------|----------|-------|------------|---------|
| Karczynski, Allison                     |                    | Address on File                    |          |          |          |       |            |         |
| Kareem Elzein                           |                    | Address on File                    |          |          |          |       |            |         |
| Karen Alexander                         |                    | Address on File                    |          |          |          |       |            |         |
| Karen Brothers                          |                    | Address on File                    |          |          |          |       |            |         |
| Karen Bunting                           |                    | Address on File                    |          |          |          |       |            |         |
| Karen Conner                            |                    | Address on File                    |          |          |          |       |            |         |
| Karen Darst                             |                    | Address on File                    |          |          |          |       |            |         |
| Karen Garland                           |                    | Address on File                    |          |          |          |       |            |         |
| Karen M. Stuckey                        |                    | Address on File                    |          |          |          |       |            |         |
| Karen Montauk                           |                    | Address on File                    |          |          |          |       |            |         |
| Karen Tuey                              |                    | Address on File                    |          |          |          |       |            |         |
| KARLA BUIE                              |                    | Address on File                    |          |          |          |       |            |         |
| Karlstrand, Maria                       |                    | Address on File                    |          |          |          |       |            |         |
| Karnebeek, Astrid L.                    |                    | Address on File                    |          |          |          |       |            |         |
| Karnes, Amie L.                         |                    | Address on File                    |          |          |          |       |            |         |
| Karngbaye, Maxwell J.                   |                    | Address on File                    |          |          |          |       |            |         |
| KarSun Enterprises, Inc. DBA Parallele  |                    | 150 West 28th Street, Suite 902    |          |          | New York | NY    | 10001      |         |
| Kartheiser, Brenda S.                   |                    | Address on File                    |          |          |          |       |            |         |
| Karvas, Lydia                           |                    | Address on File                    |          |          |          |       |            |         |
| Karwoski, Donna J.                      |                    | Address on File                    |          |          |          |       |            |         |
| Kary, Hawley E.                         |                    | Address on File                    |          |          |          |       |            |         |
| KARYN MAYNARD                           |                    | Address on File                    |          |          |          |       |            |         |
| Kash Sheikh                             |                    | Address on File                    |          |          |          |       |            |         |
| Kashish Kinishbhai Gajrawala            |                    | Address on File                    |          |          |          |       |            |         |
| Kasm Technologies Inc                   |                    | 1765 Greensboro Station PI Ste 900 |          |          | McLean   | VA    | 22102-3470 |         |
| Kassab, Jennifer                        |                    | Address on File                    |          |          |          |       |            |         |
| Kasten, Julia                           |                    | Address on File                    |          |          |          |       |            |         |
| Kasunga, Mathew C.                      |                    | Address on File                    |          |          |          |       |            |         |
| Kate Rumson                             |                    | Address on File                    |          |          |          |       |            |         |
| KATHERINE BOREN                         |                    | Address on File                    |          |          |          |       |            |         |
| Katherine Gendron                       |                    | Address on File                    |          |          |          |       |            |         |
| Katherine Kaufman                       |                    | Address on File                    |          |          |          |       |            |         |
| Katherine Wood                          |                    | Address on File                    |          |          |          |       |            |         |
| Kathleen B. Koentje dba Katie B. K. LLC |                    | Address on File                    |          |          |          |       |            |         |
| Kathleen Edell                          |                    | Address on File                    |          |          |          |       |            |         |
| Kathleen McNaught                       |                    | Address on File                    |          |          |          |       |            |         |
| Kathleen Weinhard                       |                    | Address on File                    |          |          |          |       |            |         |
| KATHRYN HENDERSON                       |                    | Address on File                    |          |          |          |       |            |         |
| Kathryn Pettey                          |                    | Address on File                    |          |          |          |       |            |         |
| Kathy Entzel                            |                    | Address on File                    |          |          |          |       |            |         |
| Kathy Mayer                             |                    | Address on File                    |          |          |          |       |            |         |
| Kathy Moran                             |                    | Address on File                    |          |          |          |       |            |         |
| Kathy Redden                            |                    | Address on File                    |          |          |          |       |            |         |
| Kathy Schwartz                          |                    | Address on File                    |          |          |          |       |            |         |
| Katie Bamberg                           |                    | Address on File                    |          |          |          |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName | Address1                        | Address2  | Address3 | City            | State | Zip        | Country |
|---|--------------------|---------------------------------|-----------|----------|-----------------|-------|------------|---------|
| KATIE BRADEN                            |                    | Address on File                 |           |          |                 |       |            |         |
| Katie Marie Monge                       |                    | Address on File                 |           |          |                 |       |            |         |
| Katkic, Jason                           |                    | Address on File                 |           |          |                 |       |            |         |
| Katlin Fonua                            |                    | Address on File                 |           |          |                 |       |            |         |
| Katz Comm, Inc. DBA Clear Channel Radio | Katz Digital Group | 12019 Collection Center Dr.     |           |          | Chicago         | IL    | 60693      |         |
| Katz Comm, Inc. DBA Clear Channel Radio |                    | 12022 Collections Centre Drive  |           |          | Chicago         | IL    | 60693      |         |
| Katz Comm, Inc. DBA Clear Channel Radio |                    | 125 West 55th Street            |           |          | New York        | NY    | 10019      |         |
| Kauber, Hannah R.                       |                    | Address on File                 |           |          |                 |       |            |         |
| Kauffman, Maude                         |                    | Address on File                 |           |          |                 |       |            |         |
| Kaufman, Richard                        |                    | Address on File                 |           |          |                 |       |            |         |
| Kaup, Heather C.                        |                    | Address on File                 |           |          |                 |       |            |         |
| Kaveh, Hossein                          |                    | Address on File                 |           |          |                 |       |            |         |
| Kawahatsu, Alice W.                     |                    | Address on File                 |           |          |                 |       |            |         |
| Kayaya, Marina T.                       |                    | Address on File                 |           |          |                 |       |            |         |
| Kayembe, Cedrick M.                     |                    | Address on File                 |           |          |                 |       |            |         |
| Kaylie Hill                             |                    | Address on File                 |           |          |                 |       |            |         |
| Kaylor, Stacy                           |                    | Address on File                 |           |          |                 |       |            |         |
| Kearney, Kisha                          |                    | Address on File                 |           |          |                 |       |            |         |
| Kearns, Eric J.                         |                    | Address on File                 |           |          |                 |       |            |         |
| Kearns, Melissa S.                      |                    | Address on File                 |           |          |                 |       |            |         |
| KEECO LLC                               |                    | 390 Fifth Avenue                | 2nd Floor |          | New York        | NY    | 10018      |         |
| Keeco LLC                               |                    | 26460 Corporate Ave, Suite 250  |           |          | Hayward         | CA    | 94545      |         |
| keeper sp. z o.o.                       |                    | ul. Mokra 3                     | Bydgoszcz |          |                 |       | 85-870     | Poland  |
| Keegan Leuer                            |                    | 4511 Price Circle Rd            |           |          | Nashville       | TN    | 37205      |         |
| Keeler, Carmen R.                       |                    | Address on File                 |           |          |                 |       |            |         |
| Keen, Julia                             |                    | Address on File                 |           |          |                 |       |            |         |
| Keenan, MaryBeth                        |                    | Address on File                 |           |          |                 |       |            |         |
| Keep Your Cadence, Inc                  |                    | 24 Cottage Terrace              |           |          | Bedford Hills   | NY    | 10507      |         |
| Keep Your Cadence, Inc.                 |                    | 530 3rd avenue 4R               |           |          | Brooklyn        | NY    | 11215      |         |
| Keep Your Cadence, Inc.                 |                    | 30 st marks pl                  | apt 3     |          | Brooklyn        | NY    | 11217-1912 |         |
| Keepcool USA LLC                        |                    | 935 Moraga Road                 | Suite 200 |          | Lafayette       | CA    | 94549      |         |
| KEEPCOOL USA LLC                        |                    | 25 Orinda Way                   | Suite 210 |          | Orinda          | CA    | 94563      |         |
| Keeton, Kendall                         |                    | Address on File                 |           |          |                 |       |            |         |
| Keffer, Stephanie T.                    |                    | Address on File                 |           |          |                 |       |            |         |
| Kegne Fongue, Oteimdiri                 |                    | Address on File                 |           |          |                 |       |            |         |
| Kehinde, Akinwumi A.                    |                    | Address on File                 |           |          |                 |       |            |         |
| Keisler, Lori M.                        |                    | Address on File                 |           |          |                 |       |            |         |
| Keister, Tina L.                        |                    | Address on File                 |           |          |                 |       |            |         |
| Keiter, Phoenix                         |                    | Address on File                 |           |          |                 |       |            |         |
| Keith, Debra J.                         |                    | Address on File                 |           |          |                 |       |            |         |
| Keithley, Reagan                        |                    | Address on File                 |           |          |                 |       |            |         |
| Kelce Marketing, LLC                    |                    | 950 W. Trenton Ave., Suite 1029 |           |          | Morrisville     | PA    | 19067      |         |
| Kellen Commercial Interiors, Inc.       |                    | 5104 Spanish Bay Ct.            |           |          | College Station | TX    | 77845      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1            | Address2 | Address3 | City          | State | Zip   | Country |
|-----------------------------------|--------------------|---------------------|----------|----------|---------------|-------|-------|---------|
| Kelley Bland                      |                    | Address on File     |          |          |               |       |       |         |
| KELLEY SCHADT                     |                    | Address on File     |          |          |               |       |       |         |
| Kelley, Cynthia R.                |                    | Address on File     |          |          |               |       |       |         |
| Kelley, Indigo S.                 |                    | Address on File     |          |          |               |       |       |         |
| Kelley, Jacob S.                  |                    | Address on File     |          |          |               |       |       |         |
| Kelley, Lydia S.                  |                    | Address on File     |          |          |               |       |       |         |
| Kelley, Stephen D.                |                    | Address on File     |          |          |               |       |       |         |
| Kelli Crowe                       |                    | Address on File     |          |          |               |       |       |         |
| Kelli Pastula dba Rock Your Space |                    | Address on File     |          |          |               |       |       |         |
| Kelli Warren                      |                    | Address on File     |          |          |               |       |       |         |
| Kelling, Catherine                |                    | Address on File     |          |          |               |       |       |         |
| Kellner, Olivia                   |                    | Address on File     |          |          |               |       |       |         |
| Kelly Hayden                      |                    | Address on File     |          |          |               |       |       |         |
| KELLY RAO-KATHI                   |                    | Address on File     |          |          |               |       |       |         |
| KELLY VRTIS                       |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Alyssa                     |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Andrew                     |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Ashley M.                  |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Lexus                      |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Michael J.                 |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Michael P.                 |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Nicholas                   |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Sabina J.                  |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Shekerra N.                |                    | Address on File     |          |          |               |       |       |         |
| Kelly, Zachary W.                 |                    | Address on File     |          |          |               |       |       |         |
| Kelsay, William T.                |                    | Address on File     |          |          |               |       |       |         |
| KELSEY PING                       |                    | Address on File     |          |          |               |       |       |         |
| KELSEY WESTAWAY                   |                    | Address on File     |          |          |               |       |       |         |
| Kelso, Autumn                     |                    | Address on File     |          |          |               |       |       |         |
| KEL-TOY, INC.                     |                    | 41 ste 1 Dorman Ave |          |          | San Francisco | CA    | 94124 |         |
| Kel-Toy, Inc.                     |                    | 255 Barnveld Ave.   |          |          | San Francisco | CA    | 94124 |         |
| Kem, Brian T.                     |                    | Address on File     |          |          |               |       |       |         |
| Kemerer, Mark D.                  |                    | Address on File     |          |          |               |       |       |         |
| KEN CARLYLE HICKS                 |                    | Address on File     |          |          |               |       |       |         |
| KEN F CHEZ                        |                    | Address on File     |          |          |               |       |       |         |
| Kendall, Nathaniel                |                    | Address on File     |          |          |               |       |       |         |
| Kendra Bonner                     |                    | Address on File     |          |          |               |       |       |         |
| Kenia Parajon                     |                    | Address on File     |          |          |               |       |       |         |
| Kenika Williams                   |                    | Address on File     |          |          |               |       |       |         |
| Kennedy, Alicia                   |                    | Address on File     |          |          |               |       |       |         |
| Kennedy, Ryan P.                  |                    | Address on File     |          |          |               |       |       |         |
| Kennedy, Virgil                   |                    | Address on File     |          |          |               |       |       |         |
| Kenneth Nelson                    |                    | Address on File     |          |          |               |       |       |         |
| Kenney, Alisha                    |                    | Address on File     |          |          |               |       |       |         |
| Kenney, Bevin                     |                    | Address on File     |          |          |               |       |       |         |
| Kennington, David S.              |                    | Address on File     |          |          |               |       |       |         |
| Kent Displays, Inc.               |                    | 343 Portage Blvd.   |          |          | Kent          | OH    | 44240 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName                               | Address1                                | Address2                    | Address3 | City         | State | Zip        | Country    |
|---------------------------------|--|---|-----------------------------|----------|--------------|-------|------------|------------|
| Kentner, Abraham                |  | Address on File                         |                             |          |              |       |            |            |
| Kentucky Attorney General       | Attn Bankruptcy Department                       | 700 Capitol Avenue                      | Capitol Building, Suite 118 |          | Frankfort    | KY    | 40601-3449 |            |
| Kentucky State Treasurer        | Department of Revenue                            | 501 High Street                         |                             |          | Frankfort    | KY    | 40601      |            |
| Kentucky State Treasurer        |  | 501 High Street                         |                             |          | Frankfort    | KY    | 40601      |            |
| Kentucky State Treasury         | Unclaimed Property Division                      | 1050 US Highway 127 South,<br>Suite 100 |                             |          | Frankfort    | KY    | 40601      |            |
| Kenwood Collection LLC          | Attn David T. Birdsall                           | 11501 Northlake Dr                      |                             |          | Cincinnati   | OH    | 45249      |            |
| Kenwood Collection LLC          | Attn Vivian Knight, Associate<br>General Counsel | 11501 Northlake Drive                   |                             |          | Cincinnati   | OH    | 45249      |            |
| Kenwood Collection Retail LLC.  | c/o Phillips Edison Strategic<br>Invest          | 11501 Northlake Dr                      |                             |          | Cincinnati   | OH    | 45249      |            |
| Kenwood Collection Retail, LLC  |  | 11501 Northlake Drive                   |                             |          | Cincinnati   | OH    | 45249      |            |
| Kenwood Retail Collection LLC   | Attn General Manager                             | 5905 E. Galbraith Road                  | P-3 Management Office       |          | Cincinnati   | OH    | 45236      |            |
| Kenwood Retail Collection LLC   | Attn Vice President, Legal<br>Services           | 5905 E. Galbraith Road, Suite<br>1000   |                             |          | Cincinnati   | OH    | 45236      |            |
| Kenyatta, Bounhiane M.          |  | Address on File                         |                             |          |              |       |            |            |
| KERI DI VINCENZO                |  | Address on File                         |                             |          |              |       |            |            |
| Kerpon, Regina                  |  | Address on File                         |                             |          |              |       |            |            |
| Kerr, Haden W.                  |  | Address on File                         |                             |          |              |       |            |            |
| Kerry Sears                     |  | Address on File                         |                             |          |              |       |            |            |
| Kershner, Bethany               |  | Address on File                         |                             |          |              |       |            |            |
| Keter Environmental Services    |  | PO Box 417468                           |                             |          | Boston       | MA    | 02241-7468 |            |
| KETER LUXEMBOURG SARL           |  | 22062 Brookfield Ct.                    |                             |          | South Lyon   | MI    | 48178      |            |
| KETER LUXEMBOURG SARL           |  | Z.I. Haneboesch                         |                             |          | Niedercorn   |       | L-4562     | Luxembourg |
| KETER LUXEMBOURG SARL           |  | 6435 S Scatterfield Rd.                 |                             |          | Anderson     | IN    | 46013      |            |
| Keter US, Inc.                  |  | PO Box 5171                             |                             |          | Carol Stream | IL    | 60197-5171 |            |
| Ketu Bhasar                     |  | Address on File                         |                             |          |              |       |            |            |
| KEURIG DR PEPPER                |  | 4 Seminole Road                         |                             |          | Canton       | MA    | 02021      |            |
| KEURIG DR PEPPER                |  | 6425 Hall Of Fame Lane                  |                             |          | Frisco       | TX    | 75034      |            |
| Keurig Green Mountain, Inc.     |  | 33 Coffee Lane                          |                             |          | Waterbury    | VT    | 05676      |            |
| Keutmann, James                 |  | Address on File                         |                             |          |              |       |            |            |
| Kevin Fogg                      |  | Address on File                         |                             |          |              |       |            |            |
| KEVIN HUTCHINSON                |  | Address on File                         |                             |          |              |       |            |            |
| KEVIN JACKSON                   |  | Address on File                         |                             |          |              |       |            |            |
| KEVIN MARLOW                    |  | Address on File                         |                             |          |              |       |            |            |
| Kevin Nguyen                    |  | Address on File                         |                             |          |              |       |            |            |
| Kexin Zheng                     |  | Address on File                         |                             |          |              |       |            |            |
| Key, Dolores J.                 |  | Address on File                         |                             |          |              |       |            |            |
| Key, Emily D.                   |  | Address on File                         |                             |          |              |       |            |            |
| Key, Hadley                     |  | Address on File                         |                             |          |              |       |            |            |
| Keys Sr., Michael S.            |  | Address on File                         |                             |          |              |       |            |            |
| Keyser, Nancy                   |  | Address on File                         |                             |          |              |       |            |            |
| KG Organizational Services, LLC |  | 7021 Doubletree Road NE                 |                             |          | Cedar Rapids | IA    | 52402      |            |
| Khader, Labeba                  |  | Address on File                         |                             |          |              |       |            |            |
| Khalid, Sara                    |  | Address on File                         |                             |          |              |       |            |            |
| Khan, Raihan                    |  | Address on File                         |                             |          |              |       |            |            |
| Khattoi, Debesh K.              |  | Address on File                         |                             |          |              |       |            |            |
| Khieu, Dien                     |  | Address on File                         |                             |          |              |       |            |            |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName                            | Address1                 | Address2 | Address3 | City         | State | Zip        | Country |
|---|---|--------------------------|----------|----------|--------------|-------|------------|---------|
| Khine, Laywaddi                             |   | Address on File          |          |          |              |       |            |         |
| Kiblinger, Ryan B.                          |   | Address on File          |          |          |              |       |            |         |
| Kidd, Isabel E.                             |   | Address on File          |          |          |              |       |            |         |
| Kiefer, Cathy                               |   | Address on File          |          |          |              |       |            |         |
| Kiel, Richard W.                            |   | Address on File          |          |          |              |       |            |         |
| KIKKERLAND DESIGN INC.                      |   | 666 Broadway 4th Floor   |          |          | New York     | NY    | 10012      |         |
| Kikkerland Design, Inc.                     | c/o JP Morgan Chase-Lockbox Service           | P.O. Box 30892           |          |          | New York     | NY    | 10087-0892 |         |
| Kiley Getz                                  |   | Address on File          |          |          |              |       |            |         |
| Kilgore, Kathryn                            |   | Address on File          |          |          |              |       |            |         |
| Kilpela, Ryan A.                            |   | Address on File          |          |          |              |       |            |         |
| Kim Dawson Agency                           |   | 1645 N Stemmons Freeway  | Suite #B |          | Dallas       | TX    | 75207      |         |
| Kim Hicks                                   |   | Address on File          |          |          |              |       |            |         |
| Kim Lee                                     |   | Address on File          |          |          |              |       |            |         |
| Kim Mason                                   |   | Address on File          |          |          |              |       |            |         |
| Kim Williams, Lisa H.                       |   | Address on File          |          |          |              |       |            |         |
| Kim, Bo-yeon                                |   | Address on File          |          |          |              |       |            |         |
| Kim, Brandie J.                             |   | Address on File          |          |          |              |       |            |         |
| Kim, Chris S.                               |   | Address on File          |          |          |              |       |            |         |
| Kim, Hyein                                  |   | Address on File          |          |          |              |       |            |         |
| Kim, Hyunjung                               |   | Address on File          |          |          |              |       |            |         |
| Kim, Joyce H.                               |   | Address on File          |          |          |              |       |            |         |
| Kim, Richard                                |   | Address on File          |          |          |              |       |            |         |
| Kim, Samuel                                 |   | Address on File          |          |          |              |       |            |         |
| Kim, Yat Hing                               |   | Address on File          |          |          |              |       |            |         |
| Kimball, Emily                              |   | Address on File          |          |          |              |       |            |         |
| Kimball, Nicole F.                          |   | Address on File          |          |          |              |       |            |         |
| Kimball, Teresa M.                          |   | Address on File          |          |          |              |       |            |         |
| Kimberly Bruce dba Organizing Spaces by Kim |   | Address on File          |          |          |              |       |            |         |
| Kimberly Byrd                               |   | Address on File          |          |          |              |       |            |         |
| KIMBERLY PARSONS                            |   | Address on File          |          |          |              |       |            |         |
| Kimberly S Burks DBA Ramona and Ruth, Inc.  |   | Address on File          |          |          |              |       |            |         |
| Kimble, Jessica M.                          |   | Address on File          |          |          |              |       |            |         |
| Kimpton Armory Hotel Bozeman                |   | 24 W. Mendenhall St.     |          |          | Bozeman      | MT    | 59715      |         |
| Kinard, Eden                                |   | Address on File          |          |          |              |       |            |         |
| Kinch, Kelly A.                             |   | Address on File          |          |          |              |       |            |         |
| King County Treasury                        |   | 500 4th Ave #600         |          |          | Seattle      | WA    | 98104-2340 |         |
| King of Prussia Associates                  | Attn Sr. Vice President - Big Box Development | 225 W. Washington Street |          |          | Indianapolis | IN    | 46204      |         |
| King of Prussia Associates                  |   | 225 W. Washington Street |          |          | Indianapolis | IN    | 46204      |         |
| King, Ashley H.                             |   | Address on File          |          |          |              |       |            |         |
| King, Brailyn                               |   | Address on File          |          |          |              |       |            |         |
| King, Brian L.                              |   | Address on File          |          |          |              |       |            |         |
| King, Danielle                              |   | Address on File          |          |          |              |       |            |         |
| King, Devon T.                              |   | Address on File          |          |          |              |       |            |         |
| King, Janay                                 |   | Address on File          |          |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName    | Address1                             | Address2 | Address3 | City         | State | Zip   | Country |
|--|-----------------------|--------------------------------------|----------|----------|--------------|-------|-------|---------|
| King, Jeremy D.                              |                       | Address on File                      |          |          |              |       |       |         |
| King, Micah                                  |                       | Address on File                      |          |          |              |       |       |         |
| King, Samantha                               |                       | Address on File                      |          |          |              |       |       |         |
| King, Tamisha                                |                       | Address on File                      |          |          |              |       |       |         |
| King, Zachary E.                             |                       | Address on File                      |          |          |              |       |       |         |
| Kinsey, Kathleen A.                          |                       | Address on File                      |          |          |              |       |       |         |
| Kinsey, Shannon                              |                       | Address on File                      |          |          |              |       |       |         |
| Kinter                                       |                       | 3333 Oak Grove Ave.                  |          |          | Waukegan     | IL    | 60087 |         |
| Kintetsu World Express (USA) Inc.            |                       | Dept CH 17118                        |          |          | Palatine     | IL    | 60055 |         |
| Kintzler, Sharon T.                          |                       | Address on File                      |          |          |              |       |       |         |
| Kious, Lucia                                 |                       | Address on File                      |          |          |              |       |       |         |
| Kiran, Ravi                                  |                       | Address on File                      |          |          |              |       |       |         |
| Kirby, Shiloh M.                             |                       | Address on File                      |          |          |              |       |       |         |
| Kirchner, Jeffery L.                         |                       | Address on File                      |          |          |              |       |       |         |
| Kirifides, Catherine S.                      |                       | Address on File                      |          |          |              |       |       |         |
| Kirk, Kristen E.                             |                       | Address on File                      |          |          |              |       |       |         |
| Kirkland, Carol A.                           |                       | Address on File                      |          |          |              |       |       |         |
| Kirschner, Katrina M.                        |                       | Address on File                      |          |          |              |       |       |         |
| Kirshner, Stephanie                          |                       | Address on File                      |          |          |              |       |       |         |
| Kirsten Fisher                               |                       | Address on File                      |          |          |              |       |       |         |
| Kirsten Fisher                               |                       | Address on File                      |          |          |              |       |       |         |
| Kirsten Fisher dba Imagine Home Organization |                       | Address on File                      |          |          |              |       |       |         |
| Kirsten Kopp Real Estate LLC                 |                       | 2900 Greenbriar                      |          |          | Wellington   | FL    | 33414 |         |
| Kisbee, Joanne M.                            |                       | Address on File                      |          |          |              |       |       |         |
| Kiser, Jonathan L.                           |                       | Address on File                      |          |          |              |       |       |         |
| Kiser, Miller                                |                       | Address on File                      |          |          |              |       |       |         |
| Kison, Daniel                                |                       | Address on File                      |          |          |              |       |       |         |
| Kisovec-Hall, Katherine A.                   |                       | Address on File                      |          |          |              |       |       |         |
| Kitchen Concepts Unlimited, LLC.             |                       | 18852 Beechtree Lane                 |          |          | Northridge   | CA    | 91326 |         |
| Kite Realty Group                            |                       | 30 South Meridian Street, Suite 1100 |          |          | Indianapolis | IN    | 46204 |         |
| Kite Realty Group Trust                      | Attn Legal Department | 30 S. Meridian, Suite 1100           |          |          | Indianapolis | IN    | 46204 |         |
| Kithcart, Julie N.                           |                       | Address on File                      |          |          |              |       |       |         |
| Kithcart, Mandie L.                          |                       | Address on File                      |          |          |              |       |       |         |
| Kitsch, LLC                                  |                       | 137 N Larchmont Blvd, 641            |          |          | Los Angeles  | CA    | 90004 |         |
| Kittrell, William                            |                       | Address on File                      |          |          |              |       |       |         |
| KITTRICH CORPORATION                         |                       | 1585 West Mission                    |          |          | Pomona       | CA    | 91766 |         |
| Kittrich Corporation                         |                       | 1585 W. Mission Blvd.                |          |          | Pomona       | CA    | 91766 |         |
| Kiyomi Roberts                               |                       | Address on File                      |          |          |              |       |       |         |
| Kjaer, Nathaniel                             |                       | Address on File                      |          |          |              |       |       |         |
| Klapaska, Joshua A.                          |                       | Address on File                      |          |          |              |       |       |         |
| Klausler, Taylor A.                          |                       | Address on File                      |          |          |              |       |       |         |
| Klaustermeier, Christina D.                  |                       | Address on File                      |          |          |              |       |       |         |
| Klebe, Kimberly                              |                       | Address on File                      |          |          |              |       |       |         |
| Klecka, Courtney J.                          |                       | Address on File                      |          |          |              |       |       |         |
| Kleckner, Beverly J.                         |                       | Address on File                      |          |          |              |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName | Address1                             | Address2 | Address3 | City        | State | Zip   | Country   |
|--------------------------------|--------------------|--------------------------------------|----------|----------|-------------|-------|-------|-----------|
| Kleibert, Caitlyn              |                    | Address on File                      |          |          |             |       |       |           |
| Klein, Autumn M.               |                    | Address on File                      |          |          |             |       |       |           |
| Klein, Kaleb                   |                    | Address on File                      |          |          |             |       |       |           |
| Kleine, Jesse R.               |                    | Address on File                      |          |          |             |       |       |           |
| Kleinenbroich, Victoria        |                    | Address on File                      |          |          |             |       |       |           |
| Klena, Martin                  |                    | Address on File                      |          |          |             |       |       |           |
| Kline, Joshua C.               |                    | Address on File                      |          |          |             |       |       |           |
| Klinkenborg, Andrew L.         |                    | Address on File                      |          |          |             |       |       |           |
| KMMH Systems, LLC              |                    | 6 Standish Circle                    |          |          | Canton      | MA    | 02021 |           |
| Knaggs, Sarah E.               |                    | Address on File                      |          |          |             |       |       |           |
| Knapp, Willis A.               |                    | Address on File                      |          |          |             |       |       |           |
| Knecht, Evelyn D.              |                    | Address on File                      |          |          |             |       |       |           |
| Knici, Lauren                  |                    | Address on File                      |          |          |             |       |       |           |
| Knight, Ashley M.              |                    | Address on File                      |          |          |             |       |       |           |
| Knight, Bailey E.              |                    | Address on File                      |          |          |             |       |       |           |
| Knight, Jewell C.              |                    | Address on File                      |          |          |             |       |       |           |
| Knight, Ryan N.                |                    | Address on File                      |          |          |             |       |       |           |
| Knight, Samuel                 |                    | Address on File                      |          |          |             |       |       |           |
| Knightvest                     |                    | 5728 LBJ Fwy                         | Ste 400  |          | Dallas      | TX    | 75240 |           |
| Knipe, Kurt                    |                    | Address on File                      |          |          |             |       |       |           |
| KNOCK KNOCK                    |                    | 11111 Jefferson Blvd                 | #5167    |          | Culver City | CA    | 90231 |           |
| Knock Knock, LLC               |                    | 1633-A Electric Avenue               |          |          | Venice      | CA    | 90291 |           |
| Knoll, Ashley                  |                    | Address on File                      |          |          |             |       |       |           |
| Knopp, Keegan C.               |                    | Address on File                      |          |          |             |       |       |           |
| KnowBe4 Inc.                   |                    | PO Box 392286                        |          |          | Pittsburgh  | PA    | 15251 |           |
| Knox I, Darius R.              |                    | Address on File                      |          |          |             |       |       |           |
| Knox Sr., Kenard               |                    | Address on File                      |          |          |             |       |       |           |
| KOALA ECO CO. USA LIMITED      |                    | 2280 Frederick Douglass Blvd,<br>#6F |          |          | New York    | NY    | 10027 |           |
| KOALA ECO CO. USA LIMITED      |                    | 72 Cameron Street                    |          |          | Edgecliff   | NSW   | 2021  | Australia |
| KOALA ECO CO. USA LIMITED      |                    | 82 Court Street                      |          |          | Keene       | NH    | 03431 |           |
| Koala Eco Company USA, Limited |                    | PO Box 58                            |          |          | El Verano   | CA    | 95433 |           |
| Koboo, Tornubari               |                    | Address on File                      |          |          |             |       |       |           |
| Koc, Aleya I.                  |                    | Address on File                      |          |          |             |       |       |           |
| Kocadere, Irem                 |                    | Address on File                      |          |          |             |       |       |           |
| Kochman, John M.               |                    | Address on File                      |          |          |             |       |       |           |
| Koczur, Przemyslaw J.          |                    | Address on File                      |          |          |             |       |       |           |
| Kodali, Satyanarayana          |                    | Address on File                      |          |          |             |       |       |           |
| Koehig, Erica                  |                    | Address on File                      |          |          |             |       |       |           |
| Koerner Jr., Joseph R.         |                    | Address on File                      |          |          |             |       |       |           |
| Koeth, Virginia A.             |                    | Address on File                      |          |          |             |       |       |           |
| Koh, Jin-Suk                   |                    | Address on File                      |          |          |             |       |       |           |
| Kohl, Ryan J.                  |                    | Address on File                      |          |          |             |       |       |           |
| Kohler, Paul S.                |                    | Address on File                      |          |          |             |       |       |           |
| Kohout, Diane T.               |                    | Address on File                      |          |          |             |       |       |           |
| Koishor, Kristin               |                    | Address on File                      |          |          |             |       |       |           |
| Kolb, Sheryl A.                |                    | Address on File                      |          |          |             |       |       |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName                   | Address1                          | Address2                    | Address3 | City         | State | Zip        | Country |
|-------------------------------------|--------------------------------------|-----------------------------------|-----------------------------|----------|--------------|-------|------------|---------|
| KOLDER INC. DBA TALKING OUT OF TURN |                                      | 1072 E US Hwy 175                 |                             |          | Kaufman      | TX    | 75142      |         |
| Koleosho, Samson                    |                                      | Address on File                   |                             |          |              |       |            |         |
| Koleva, Teodora I.                  |                                      | Address on File                   |                             |          |              |       |            |         |
| Koller, Michael L.                  |                                      | Address on File                   |                             |          |              |       |            |         |
| Kolmansberger, Bryn                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Kolodziej, Brittany                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Komal Bhatt                         |                                      | Address on File                   |                             |          |              |       |            |         |
| Kommavong, Kendra S.                |                                      | Address on File                   |                             |          |              |       |            |         |
| Kone Inc.                           | KONE Pasadena                        | PO Box 102425                     |                             |          | Pasadena     | CA    | 91189      |         |
| Konecny, Maribeth M.                |                                      | Address on File                   |                             |          |              |       |            |         |
| Konica Minolta                      |                                      | Address on File                   |                             |          |              |       |            |         |
| KonMari Media, Inc.                 |                                      | 1 South Station                   | Suite 400                   |          | Boston       | MA    | 02110      |         |
| Koons, Timothy E.                   |                                      | Address on File                   |                             |          |              |       |            |         |
| Koontz, Kathryn                     |                                      | Address on File                   |                             |          |              |       |            |         |
| Kopniske, Sarah                     |                                      | Address on File                   |                             |          |              |       |            |         |
| Kopti, Rashida                      |                                      | Address on File                   |                             |          |              |       |            |         |
| Kopti, Tameem J.                    |                                      | Address on File                   |                             |          |              |       |            |         |
| Korbut, Kathleen C.                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Korda, Kathryn                      |                                      | Address on File                   |                             |          |              |       |            |         |
| Koren, Carson                       |                                      | Address on File                   |                             |          |              |       |            |         |
| Korenek, David W.                   |                                      | Address on File                   |                             |          |              |       |            |         |
| Korn Ferry (US)                     |                                      | NW 5854                           | PO Box 1450                 |          | Minneapolis  | MN    | 55485-5854 |         |
| Korstian, Jennifer M.               |                                      | Address on File                   |                             |          |              |       |            |         |
| Korsun, Michael                     |                                      | Address on File                   |                             |          |              |       |            |         |
| Kortendick, Susan                   |                                      | Address on File                   |                             |          |              |       |            |         |
| Kosta, Ashley                       |                                      | Address on File                   |                             |          |              |       |            |         |
| Kostadinovich, Kenneth A.           |                                      | Address on File                   |                             |          |              |       |            |         |
| Koszela, Carol E.                   |                                      | Address on File                   |                             |          |              |       |            |         |
| Kothari, Abhisar                    |                                      | Address on File                   |                             |          |              |       |            |         |
| Kourtni Munoz                       |                                      | Address on File                   |                             |          |              |       |            |         |
| Kowalec, Kaitlin M.                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Kowalski, Donald J.                 |                                      | Address on File                   |                             |          |              |       |            |         |
| KP IV NAVY, LLC DBA Annapolis Mall  |                                      | 1301 Solana Blvd, Bld. 2 Ste 2300 |                             |          | Westlake     | TX    | 76262      |         |
| Kreichauf, David R.                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Kreidler, Robert D.                 |                                      | Address on File                   |                             |          |              |       |            |         |
| Kremi, Matthew                      |                                      | Address on File                   |                             |          |              |       |            |         |
| Kreta, Laura                        |                                      | Address on File                   |                             |          |              |       |            |         |
| Kretzinger, YiHsin Cindy            |                                      | Address on File                   |                             |          |              |       |            |         |
| KRG Ashburn Loudoun LLC             | Legal Department                     | c/o Kite Realty Group             | 30 S. Meridian, Ste1100     |          | Indianapolis | IN    | 46204      |         |
| KRG Ashburn Loudoun, LLC            |                                      | 20365 Exchange Street, Suite 211  |                             |          | Ashburn      | VA    | 20147      |         |
| KRG Dallas Lincoln Park, LLC        | Attn Legal Department                | c/o Kite Realty Group             | 30 S. Meridian St, Ste 1100 |          | Indianapolis | IN    | 46204      |         |
| KRG Dallas Lincoln Park, LLC        |                                      | 30 South Meridian Street          | Suite 1100                  |          | Indianapolis | IN    | 46204      |         |
| KRG Downtown Crown, LLC             | Vice President - Property Operations | Kite Realty Group                 | 30 S. Meridian St, Ste 1100 |          | Indianapolis | IN    | 46204      |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName                   | Address1                       | Address2                    | Address3 | City         | State | Zip        | Country |
|--|--------------------------------------|--------------------------------|-----------------------------|----------|--------------|-------|------------|---------|
| KRG Gaithersburg Downtown Crown, LLC     |                                      | 30 S Meridian St Ste 1100      |                             |          | Indianapolis | IN    | 46204      |         |
| KRG Rivers Edge, LLC                     | Attn Property Management             | 30 S. Meridian, Suite 1100     |                             |          | Indianapolis | IN    | 46204      |         |
| KRG Rivers Edge, LLC                     | KRG Chapel Hill Shopping Center, LLC | PO Box 847952                  |                             |          | Dallas       | TX    | 75284      |         |
| KRG Rivers Edge, LLC                     |                                      | 33251 Collections Center Drive |                             |          | Chicago      | IL    | 60693      |         |
| KRG Town Square Ventures, LLC            | Legal Department                     | c/o Kite Realty Group          | 30 S. Meridian St, Ste 1100 |          | Indianapolis | IN    | 46204      |         |
| KRG Town Square Ventures, LLC            |                                      | 30 South Meridian Street       | Suite 1100                  |          | Indianapolis | IN    | 46204      |         |
| KRG Vienna Tysons, LLC                   |                                      | 30 S. Meridian St.             | Suite 1100                  |          | Indianapolis | IN    | 46204      |         |
| Krieg, Kerri R.                          |                                      | Address on File                |                             |          |              |       |            |         |
| Krier, Ashley A.                         |                                      | Address on File                |                             |          |              |       |            |         |
| Kris Saint                               |                                      | Address on File                |                             |          |              |       |            |         |
| Kristen Palmer                           |                                      | Address on File                |                             |          |              |       |            |         |
| Kristen Reformato                        |                                      | Address on File                |                             |          |              |       |            |         |
| Kristian Dunning                         |                                      | Address on File                |                             |          |              |       |            |         |
| KRISTIN MILLER                           |                                      | Address on File                |                             |          |              |       |            |         |
| Kristin Van Dusen dba Design+Conquer LLC |                                      | Address on File                |                             |          |              |       |            |         |
| KRISTINA CASSARA                         |                                      | Address on File                |                             |          |              |       |            |         |
| Kristina Huffman                         |                                      | Address on File                |                             |          |              |       |            |         |
| Kristina Z. Cruse                        |                                      | Address on File                |                             |          |              |       |            |         |
| Krisztina Galambos                       |                                      | Address on File                |                             |          |              |       |            |         |
| Krizek, Robert A.                        |                                      | Address on File                |                             |          |              |       |            |         |
| Kroll Associates, Inc.                   |                                      | PO Box 847509                  |                             |          | Dallas       | TX    | 75284      |         |
| Kroll, LLC                               |                                      | 55 East 52nd Street            | 17th Floor                  |          | New York     | NY    | 10055      |         |
| Kronos Incorporated                      |                                      | PO Box 845748                  |                             |          | Boston       | MA    | 02284-5748 |         |
| Kroy dba Buckeye Business Products       |                                      | PO Box 392340                  |                             |          | Cleveland    | OH    | 44193      |         |
| Kruck, Kerry L.                          |                                      | Address on File                |                             |          |              |       |            |         |
| Krueger, Ava                             |                                      | Address on File                |                             |          |              |       |            |         |
| Krueger, Kevin A.                        |                                      | Address on File                |                             |          |              |       |            |         |
| Krueger, Lydia R.                        |                                      | Address on File                |                             |          |              |       |            |         |
| Krug, Jeffrey R.                         |                                      | Address on File                |                             |          |              |       |            |         |
| Krug, Patricia                           |                                      | Address on File                |                             |          |              |       |            |         |
| Krupa Patel                              |                                      | Address on File                |                             |          |              |       |            |         |
| Krupiensi, Emily                         |                                      | Address on File                |                             |          |              |       |            |         |
| Kruszka, Benjamin P.                     |                                      | Address on File                |                             |          |              |       |            |         |
| Krylova, Galina                          |                                      | Address on File                |                             |          |              |       |            |         |
| KSU Career Center                        |                                      | 705 N Martin Luther King Jr Dr |                             |          | Manhattan    | KS    | 66506      |         |
| KTW PRODUCTS                             |                                      | 6303 E Cedarbrooks Rd.         |                             |          | Orange       | CA    | 92867      |         |
| KTW Products Inc.                        |                                      | 6303 E. Cedarbrooks Rd         |                             |          | Orange       | CA    | 92867      |         |
| Kuenn, Rebecca A.                        |                                      | Address on File                |                             |          |              |       |            |         |
| Kueper, Brandon T.                       |                                      | Address on File                |                             |          |              |       |            |         |
| Kuhn, Alexander M.                       |                                      | Address on File                |                             |          |              |       |            |         |
| Kuhn, Elizabeth                          |                                      | Address on File                |                             |          |              |       |            |         |
| Kulczycki, Shaina                        |                                      | Address on File                |                             |          |              |       |            |         |
| Kummer, Ashley                           |                                      | Address on File                |                             |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName            | Address1                                   | Address2               | Address3 | City                | State | Zip        | Country |
|--|-------------------------------|--|------------------------|----------|---------------------|-------|------------|---------|
| Kummer, Scott R.                         |                               | Address on File                            |                        |          |                     |       |            |         |
| Kuntz, Stephen                           |                               | Address on File                            |                        |          |                     |       |            |         |
| Kuo, Jason J.                            |                               | Address on File                            |                        |          |                     |       |            |         |
| Kuo, Kelly                               |                               | Address on File                            |                        |          |                     |       |            |         |
| Kupershmidt, Emma                        |                               | Address on File                            |                        |          |                     |       |            |         |
| Kuramura, Candace C.                     |                               | Address on File                            |                        |          |                     |       |            |         |
| Kurth, Bailey                            |                               | Address on File                            |                        |          |                     |       |            |         |
| Kurtz, Allison R.                        |                               | Address on File                            |                        |          |                     |       |            |         |
| Kurtz, Haylee N.                         |                               | Address on File                            |                        |          |                     |       |            |         |
| Kushmider, Kristin D.                    |                               | Address on File                            |                        |          |                     |       |            |         |
| Kusuma, Jacinta A.                       |                               | Address on File                            |                        |          |                     |       |            |         |
| Kuykendall, Jacee D.                     |                               | Address on File                            |                        |          |                     |       |            |         |
| Kwarteng, Eric O.                        |                               | Address on File                            |                        |          |                     |       |            |         |
| Kwaw-Mensah, Davina                      |                               | Address on File                            |                        |          |                     |       |            |         |
| Kyle Kermick                             |                               | Address on File                            |                        |          |                     |       |            |         |
| Kyles, Malik A.                          |                               | Address on File                            |                        |          |                     |       |            |         |
| Kym Cooper                               |                               | Address on File                            |                        |          |                     |       |            |         |
| Kynlee Hubbard                           |                               | Address on File                            |                        |          |                     |       |            |         |
| KYRA COMPINSKY                           |                               | Address on File                            |                        |          |                     |       |            |         |
| L & F PLASTICS CO LTD.                   |                               | 7F-1, No. 715, Taiwan Blvd.<br>Sec. 2,     |                        |          | Taichung            |       | 40758      | Taiwan  |
| L AND F Plastics Co., Ltd                |                               | No.38, Keji 1st Rd., Guishan<br>Township   |                        |          | Taoyuan County      |       | 333        | Taiwan  |
| L Girsch LLC                             |                               | N36 W7575 Buchanan Court                   |                        |          | Cedarburg           | WI    | 53012      |         |
| L&L CANDLE COMPANY, LLC                  |                               | 621 LUNAR AVE                              |                        |          | BREA                | CA    | 92821-3113 |         |
| L. C. Industries, LLC                    |                               | Dept.#10120                                | P.O. Box 87618         |          | Chicago             | IL    | 60680-0618 |         |
| L.A. County Agric. Comm./Wts. +<br>Meas. |                               | Agricultural Comm./Weights<br>and Measures | 11012 Garfield Avenue  |          | South Gate          | CA    | 90280      |         |
| L.A. County Agric. Comm./Wts. +<br>Meas. |                               | P.O. Box 512399                            |                        |          | Los Angeles         | CA    | 90051-0399 |         |
| L.A. County Agric. Comm./Wts. +<br>Meas. |                               | P.O. Box 54949                             |                        |          | Los Angeles         | CA    | 90054-5409 |         |
| L10 Brand SRL                            |                               | VIA PADANA SUPERIORE 72D                   |                        |          | MAZZANO/<br>BRESCIA |       | 25080      | Italy   |
| L10 BRAND SRL                            |                               | VIA ALESSANDRO LUZZAGO                     | 5                      |          | Brescia             | BS    | 25126      | Italy   |
| L10 SRL                                  |                               | VIA PADANA SUPERIORE 72D                   |                        |          | MAZZANO/<br>BRESCIA |       | 25080      | Italy   |
| La Place Shopping Center, LLC            | Attn General Manager          | 2101 Richmond Road                         |                        |          | Beachwood           | OH    | 44122      |         |
| La Place Shopping Center, LLC            | Attn Law/Lease Administration | c/o General Growth Properties,<br>Inc.     | 110 North Wacker Drive |          | Chicago             | IL    | 60606      |         |
| La Rosa, Nicole                          |                               | Address on File                            |                        |          |                     |       |            |         |
| La Rue, Matilda J.                       |                               | Address on File                            |                        |          |                     |       |            |         |
| La Vassaur, Shane M.                     |                               | Address on File                            |                        |          |                     |       |            |         |
| LaBouff, Brian                           |                               | Address on File                            |                        |          |                     |       |            |         |
| Laboy, Lucas                             |                               | Address on File                            |                        |          |                     |       |            |         |
| LaCasse, Morgan D.                       |                               | Address on File                            |                        |          |                     |       |            |         |
| Lacey Jr., Jerome                        |                               | Address on File                            |                        |          |                     |       |            |         |
| Lackey, Tracy J.                         |                               | Address on File                            |                        |          |                     |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1               | Address2    | Address3 | City        | State | Zip        | Country |
|--|--------------------|------------------------|-------------|----------|-------------|-------|------------|---------|
| Ladak, Alia Marie A.                   |                    | Address on File        |             |          |             |       |            |         |
| Ladd, Erica                            |                    | Address on File        |             |          |             |       |            |         |
| Ladd, Jason                            |                    | Address on File        |             |          |             |       |            |         |
| Ladlee, Tyrone M.                      |                    | Address on File        |             |          |             |       |            |         |
| LADY JAYNE LTD.                        |                    | 6025 Slauson Ave       |             |          | Culver City | CA    | 90230      |         |
| Lafayette Parish School Board          |                    | PO Box 52706           |             |          | Lafayette   | LA    | 70505      |         |
| LAFCO Enterprises Inc.                 |                    | 23 East 4th Street     | 7th Floor   |          | New York    | NY    | 10003      |         |
| LAFCO NEW YORK                         |                    | 23 E 4th St            | FL 7        |          | New York    | NY    | 10003      |         |
| Lafourche Parish School Board          |                    | P.O. Box 54585         |             |          | New Orleans | LA    | 70154      |         |
| LaGiorgia, Pina E.                     |                    | Address on File        |             |          |             |       |            |         |
| Lahoti, Abhilasha                      |                    | Address on File        |             |          |             |       |            |         |
| Laing, Rachel C.                       |                    | Address on File        |             |          |             |       |            |         |
| Lair, Kevin                            |                    | Address on File        |             |          |             |       |            |         |
| LAK Design, LLC                        |                    | 32731 Albion Drive     |             |          | Avon Lake   | OH    | 44012      |         |
| Lake, Sheri L.                         |                    | Address on File        |             |          |             |       |            |         |
| Lalonde, Kipling                       |                    | Address on File        |             |          |             |       |            |         |
| Lam, Evan                              |                    | Address on File        |             |          |             |       |            |         |
| Lamar Companies                        |                    | P.O. Box 746966        |             |          | Atlanta     | GA    | 30374-6966 |         |
| Lambaren, Hilario                      |                    | Address on File        |             |          |             |       |            |         |
| Lambert, Faith                         |                    | Address on File        |             |          |             |       |            |         |
| Lambert, Marechalnelle H.              |                    | Address on File        |             |          |             |       |            |         |
| Lambeth, Michael O.                    |                    | Address on File        |             |          |             |       |            |         |
| Lameira, Aidan                         |                    | Address on File        |             |          |             |       |            |         |
| Lameira, Diana                         |                    | Address on File        |             |          |             |       |            |         |
| Laminart Inc                           |                    | LBX 619724             | PO Box 6197 |          | Chicago     | IL    | 60680-6197 |         |
| LAMINATE TECHNOLOGIES                  |                    | 161 Maule Road         |             |          | Tiffin      | OH    | 44883      |         |
| Laminate Technologies Inc.             |                    | 161 Maule Rd           |             |          | Tiffin      | OH    | 44883      |         |
| LAMINET COVER COMPANY                  |                    | 4900 Bloomingdale      |             |          | Chicago     | IL    | 60639      |         |
| Laminet Cover Company                  |                    | 4900 West Bloomingdale |             |          | Chicago     | IL    | 60639-4562 |         |
| Lamoreaux, Michelle A.                 |                    | Address on File        |             |          |             |       |            |         |
| LaMotte, Dwayne G.                     |                    | Address on File        |             |          |             |       |            |         |
| LaMotte, Jamie M.                      |                    | Address on File        |             |          |             |       |            |         |
| Lamour, Jessica L.                     |                    | Address on File        |             |          |             |       |            |         |
| Lampkin Jr., Ronnie                    |                    | Address on File        |             |          |             |       |            |         |
| Lamson, Michele A.                     |                    | Address on File        |             |          |             |       |            |         |
| Lancaster, Nicole                      |                    | Address on File        |             |          |             |       |            |         |
| Landa, Jose M.                         |                    | Address on File        |             |          |             |       |            |         |
| Landaeta Pina, Yissel                  |                    | Address on File        |             |          |             |       |            |         |
| Landes, John M.                        |                    | Address on File        |             |          |             |       |            |         |
| Landfried, Amanda R.                   |                    | Address on File        |             |          |             |       |            |         |
| Landing at Double Creek -<br>Operating |                    | 750 Bering Drive       | Suite 300   |          | Houston     | TX    | 77057      |         |
| Landis, Elaine M.                      |                    | Address on File        |             |          |             |       |            |         |
| Landis, Heather N.                     |                    | Address on File        |             |          |             |       |            |         |
| Landor & Fitch LLC                     |                    | 110 Shillito Place     |             |          | Cincinnati  | OH    | 45202      |         |
| Landowski, Trisha D.                   |                    | Address on File        |             |          |             |       |            |         |
| Lane, Sarahnn S.                       |                    | Address on File        |             |          |             |       |            |         |
| Lang, Erica L.                         |                    | Address on File        |             |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1                                | Address2 | Address3 | City      | State | Zip        | Country |
|-----------------------------------|--------------------|---|----------|----------|-----------|-------|------------|---------|
| Lang, Shannon M.                  |                    | Address on File                         |          |          |           |       |            |         |
| Lange, Colleen R.                 |                    | Address on File                         |          |          |           |       |            |         |
| Langer, Corinne                   |                    | Address on File                         |          |          |           |       |            |         |
| Langham, Linda K.                 |                    | Address on File                         |          |          |           |       |            |         |
| Langham, Logan                    |                    | Address on File                         |          |          |           |       |            |         |
| Langit, Archie                    |                    | Address on File                         |          |          |           |       |            |         |
| Langpaul, Margaret K.             |                    | Address on File                         |          |          |           |       |            |         |
| Langston, Carol S.                |                    | Address on File                         |          |          |           |       |            |         |
| Langston, Renee M.                |                    | Address on File                         |          |          |           |       |            |         |
| Lanigan, Karen E.                 |                    | Address on File                         |          |          |           |       |            |         |
| Lanna Davis                       |                    | Address on File                         |          |          |           |       |            |         |
| Lanning, Rowan                    |                    | Address on File                         |          |          |           |       |            |         |
| Lansil, Susan M.                  |                    | Address on File                         |          |          |           |       |            |         |
| LaPaix, Jessica M.                |                    | Address on File                         |          |          |           |       |            |         |
| LaPlante, Juliette L.             |                    | Address on File                         |          |          |           |       |            |         |
| Lapsiwala, Arhan                  |                    | Address on File                         |          |          |           |       |            |         |
| Lara, Christine J.                |                    | Address on File                         |          |          |           |       |            |         |
| Lara, Estela                      |                    | Address on File                         |          |          |           |       |            |         |
| Lara, Kenneth H.                  |                    | Address on File                         |          |          |           |       |            |         |
| Lara, Melissa                     |                    | Address on File                         |          |          |           |       |            |         |
| Lara, Raquel                      |                    | Address on File                         |          |          |           |       |            |         |
| Larash, Sarah                     |                    | Address on File                         |          |          |           |       |            |         |
| Laresgoiti, Mateo                 |                    | Address on File                         |          |          |           |       |            |         |
| Larin, Brenda E.                  |                    | Address on File                         |          |          |           |       |            |         |
| Larisa Bright                     |                    | Address on File                         |          |          |           |       |            |         |
| Lark, Ashanti S.                  |                    | Address on File                         |          |          |           |       |            |         |
| Larkin, Matthew T.                |                    | Address on File                         |          |          |           |       |            |         |
| Larkins Jr., Donte J.             |                    | Address on File                         |          |          |           |       |            |         |
| LaRoche, Phillip D.               |                    | Address on File                         |          |          |           |       |            |         |
| LARQ, Inc.                        |                    | 1900 South Norfolk Street,<br>Suite 350 |          |          | San Mateo | CA    | 94403      |         |
| Larry Anderson                    |                    | Address on File                         |          |          |           |       |            |         |
| Larson Rivera, Katherine M.       |                    | Address on File                         |          |          |           |       |            |         |
| Larson, Braydin S.                |                    | Address on File                         |          |          |           |       |            |         |
| Larson, Jennifer C.               |                    | Address on File                         |          |          |           |       |            |         |
| Larson, Monica D.                 |                    | Address on File                         |          |          |           |       |            |         |
| Larson, Sarah L.                  |                    | Address on File                         |          |          |           |       |            |         |
| LaRue, Samantha B.                |                    | Address on File                         |          |          |           |       |            |         |
| Larza, Tiffany L.                 |                    | Address on File                         |          |          |           |       |            |         |
| LaSalle Parish Sales Tax Fund     |                    | PO Box 190                              |          |          | Vidalia   | LA    | 71373      |         |
| LaSalle Tools, Inc. dba Character |                    | 321 N Loomis Street                     |          |          | Chicago   | IL    | 60607      |         |
| Laser Printer Services            |                    | P.O. Box 701323                         |          |          | Dallas    | TX    | 75370-1323 |         |
| Lashine, Nick A.                  |                    | Address on File                         |          |          |           |       |            |         |
| Laskey, Michelle                  |                    | Address on File                         |          |          |           |       |            |         |
| Lassig, Artemis R.                |                    | Address on File                         |          |          |           |       |            |         |
| Lassiter, Brittany                |                    | Address on File                         |          |          |           |       |            |         |
| Latib, Akram                      |                    | Address on File                         |          |          |           |       |            |         |
| Latimore, Darian                  |                    | Address on File                         |          |          |           |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName    | Address1                              | Address2                      | Address3  | City       | State | Zip      | Country        |
|-----------------------------|-----------------------|---------------------------------------|-------------------------------|-----------|------------|-------|----------|----------------|
| Lattimore, Jaelen D.        |                       | Address on File                       |                               |           |            |       |          |                |
| Lauck, Rebekah              |                       | Address on File                       |                               |           |            |       |          |                |
| Laughlin, Sean              |                       | Address on File                       |                               |           |            |       |          |                |
| Laughlin, Sean A.           |                       | Address on File                       |                               |           |            |       |          |                |
| Laumen, Diane S.            |                       | Address on File                       |                               |           |            |       |          |                |
| Laura DeFlaco LLC           |                       | 720 Muirhead Court                    |                               |           | Naperville | IL    | 60565    |                |
| Laura Harmon                |                       | Address on File                       |                               |           |            |       |          |                |
| Laura Pope                  |                       | Address on File                       |                               |           |            |       |          |                |
| LAURA SIMS                  |                       | Address on File                       |                               |           |            |       |          |                |
| LAURA YUND                  |                       | Address on File                       |                               |           |            |       |          |                |
| LAUREN BOLIVAR              |                       | Address on File                       |                               |           |            |       |          |                |
| LAUREN DUMAS                |                       | Address on File                       |                               |           |            |       |          |                |
| Lauren Dupuis               |                       | Address on File                       |                               |           |            |       |          |                |
| Lauren McGraw Combs         | dba Lauren Combs, LLC | Address on File                       |                               |           |            |       |          |                |
| Lauren Rosenthal            |                       | Address on File                       |                               |           |            |       |          |                |
| Lauren Sadlon               |                       | Address on File                       |                               |           |            |       |          |                |
| Laurent, Morgan             |                       | Address on File                       |                               |           |            |       |          |                |
| Lautenschlager, Naea N.     |                       | Address on File                       |                               |           |            |       |          |                |
| Lauzon, Dominic S.          |                       | Address on File                       |                               |           |            |       |          |                |
| LAVANT COLLECTIVE           |                       | 4786 1st Ave S ste 102                |                               |           | seattle    | WA    | 98134    |                |
| LAVANT COLLECTIVE           |                       | 22 South Idaho                        |                               |           | Seattle    | WA    | 98134    |                |
| LAVANT Collective LLC       |                       | 430 15th Ave E                        |                               |           | Seattle    | WA    | 98112    |                |
| LaVassaur, Victoria R.      |                       | Address on File                       |                               |           |            |       |          |                |
| Lavi Industries Inc.        |                       | 27810 Avenue Hopkins                  |                               |           | Valencia   | CA    | 91355    |                |
| Lavi, Sara N.               |                       | Address on File                       |                               |           |            |       |          |                |
| LaVigne, Marie              |                       | Address on File                       |                               |           |            |       |          |                |
| Lavine, Andria              |                       | Address on File                       |                               |           |            |       |          |                |
| Law, Alecia                 |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrence, Jonah Chinedum I. |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrence, Misty             |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrence, Nyjah T.          |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrence, Shannon           |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrence, Timothy P.        |                       | Address on File                       |                               |           |            |       |          |                |
| Lawrie, Brian G.            |                       | Address on File                       |                               |           |            |       |          |                |
| Lawson, Elijah S.           |                       | Address on File                       |                               |           |            |       |          |                |
| Lawson, Michael J.          |                       | Address on File                       |                               |           |            |       |          |                |
| Laya, Guillermo E.          |                       | Address on File                       |                               |           |            |       |          |                |
| Layne, Lashan L.            |                       | Address on File                       |                               |           |            |       |          |                |
| LAZ Parking Chicago, LLC    |                       | 32445 Collection Center Drive         |                               |           | Chicago    | IL    | 60693    |                |
| Lazaroski, Ellen S.         |                       | Address on File                       |                               |           |            |       |          |                |
| Lazo, Brenda L.             |                       | Address on File                       |                               |           |            |       |          |                |
| Lazo-Contreras, Melissa     |                       | Address on File                       |                               |           |            |       |          |                |
| LC Designs Company Limited  | Kevin Pestell         | Unit 807 8/F Kwong Loong Tai Building | 1016-1018 Tai Nan West Street |           | Kowloon    |       |          | Hong Kong      |
| LC DESIGNS COMPANY LTD      |                       | London House, Sheldon Way,            | Larkfield                     | Aylesford | Kent       |       | ME20 6SE | United Kingdom |
| Le Tran                     |                       | Address on File                       |                               |           |            |       |          |                |
| Le, Tony D.                 |                       | Address on File                       |                               |           |            |       |          |                |
| Le, Victor                  |                       | Address on File                       |                               |           |            |       |          |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1                | Address2 | Address3 | City   | State | Zip   | Country |
|---------------------------------|--------------------|-------------------------|----------|----------|--------|-------|-------|---------|
| Leach, Megan                    |                    | Address on File         |          |          |        |       |       |         |
| Leadership Worth Following, LLC |                    | 5605 N. MacArthur Blvd. | Ste. 760 |          | Irving | TX    | 75038 |         |
| Leadingham, Steven M.           |                    | Address on File         |          |          |        |       |       |         |
| Leal, Anthony C.                |                    | Address on File         |          |          |        |       |       |         |
| Leary, Donald W.                |                    | Address on File         |          |          |        |       |       |         |
| Leary, Jasmond J.               |                    | Address on File         |          |          |        |       |       |         |
| Leasure III, Claude I.          |                    | Address on File         |          |          |        |       |       |         |
| Leavitt, Kaitlyn                |                    | Address on File         |          |          |        |       |       |         |
| Leblanc, Allyee A.              |                    | Address on File         |          |          |        |       |       |         |
| LeBlanc, Arnel C.               |                    | Address on File         |          |          |        |       |       |         |
| LeCompt, Sara                   |                    | Address on File         |          |          |        |       |       |         |
| Lederer, Britt A.               |                    | Address on File         |          |          |        |       |       |         |
| Lee Jr., Nikolas V.             |                    | Address on File         |          |          |        |       |       |         |
| Lee Paragas                     |                    | Address on File         |          |          |        |       |       |         |
| Lee T Ferguson DBA WrapMaster   |                    | Address on File         |          |          |        |       |       |         |
| Lee, Brandon                    |                    | Address on File         |          |          |        |       |       |         |
| Lee, Byeong Min                 |                    | Address on File         |          |          |        |       |       |         |
| Lee, Camerin                    |                    | Address on File         |          |          |        |       |       |         |
| Lee, Dabbie                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Daniel                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Dina                       |                    | Address on File         |          |          |        |       |       |         |
| Lee, Elliot                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Frank G.                   |                    | Address on File         |          |          |        |       |       |         |
| Lee, Jade S.                    |                    | Address on File         |          |          |        |       |       |         |
| Lee, Jalen                      |                    | Address on File         |          |          |        |       |       |         |
| Lee, Jeayoung A.                |                    | Address on File         |          |          |        |       |       |         |
| Lee, Joshua                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Justin                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Katherine A.               |                    | Address on File         |          |          |        |       |       |         |
| Lee, Kelsey S.                  |                    | Address on File         |          |          |        |       |       |         |
| Lee, Kyree L.                   |                    | Address on File         |          |          |        |       |       |         |
| Lee, Mikayl                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Nathan                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Ora D.                     |                    | Address on File         |          |          |        |       |       |         |
| Lee, Renetta K.                 |                    | Address on File         |          |          |        |       |       |         |
| Lee, Sandy S.                   |                    | Address on File         |          |          |        |       |       |         |
| Leesley, Benjamin C.            |                    | Address on File         |          |          |        |       |       |         |
| Leffler, David T.               |                    | Address on File         |          |          |        |       |       |         |
| Lefkowitz, Theresa              |                    | Address on File         |          |          |        |       |       |         |
| Leflet, Lindsey A.              |                    | Address on File         |          |          |        |       |       |         |
| Legg, Michael H.                |                    | Address on File         |          |          |        |       |       |         |
| Lehman, Julie M.                |                    | Address on File         |          |          |        |       |       |         |
| Lehman, Maria                   |                    | Address on File         |          |          |        |       |       |         |
| Lehman, Pamela D.               |                    | Address on File         |          |          |        |       |       |         |
| Lei Suth                        |                    | Address on File         |          |          |        |       |       |         |
| Lei, Jie                        |                    | Address on File         |          |          |        |       |       |         |
| Leibrandt, Jenifer              |                    | Address on File         |          |          |        |       |       |         |
| Leichter, Haley M.              |                    | Address on File         |          |          |        |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName  | Address1                      | Address2  | Address3 | City       | State | Zip        | Country |
|-----------------------------|---------------------|-------------------------------|-----------|----------|------------|-------|------------|---------|
| Leichty, Hayden             |                     | Address on File               |           |          |            |       |            |         |
| Leight, Cheryl              |                     | Address on File               |           |          |            |       |            |         |
| Leisure, Austin R.          |                     | Address on File               |           |          |            |       |            |         |
| Leitgen, Alyssa             |                     | Address on File               |           |          |            |       |            |         |
| LeMay, James S.             |                     | Address on File               |           |          |            |       |            |         |
| Lemoine, Sasha              |                     | Address on File               |           |          |            |       |            |         |
| Lemon, Michelle             |                     | Address on File               |           |          |            |       |            |         |
| Lemus, Genesis              |                     | Address on File               |           |          |            |       |            |         |
| Lemus, Jamie                |                     | Address on File               |           |          |            |       |            |         |
| Lenhoff, Anthony B.         |                     | Address on File               |           |          |            |       |            |         |
| Lennartz, Michael J.        |                     | Address on File               |           |          |            |       |            |         |
| Lenovo (United States) Inc. |                     | P.O. Box 643055               |           |          | Pittsburgh | PA    | 15264-3055 |         |
| Lentini, Maria C.           |                     | Address on File               |           |          |            |       |            |         |
| Lentz, Andrea K.            |                     | Address on File               |           |          |            |       |            |         |
| Lenz, Daniel                |                     | Address on File               |           |          |            |       |            |         |
| Leo Zea                     |                     | Address on File               |           |          |            |       |            |         |
| Leo, Clara H.               |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Andrew R.          |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Darriel D.         |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Kyleigh            |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Lisa A.            |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Mari F.            |                     | Address on File               |           |          |            |       |            |         |
| Leonard, Tymera N.          |                     | Address on File               |           |          |            |       |            |         |
| Leonar-Sullivan, Leila K.   |                     | Address on File               |           |          |            |       |            |         |
| Leonel, Njeuncheu           |                     | Address on File               |           |          |            |       |            |         |
| Leonhardt, Jeremy S.        |                     | Address on File               |           |          |            |       |            |         |
| Leonhardt, Riley            |                     | Address on File               |           |          |            |       |            |         |
| Leonidas, Keysha            |                     | Address on File               |           |          |            |       |            |         |
| Leonor Gallegos             |                     | Address on File               |           |          |            |       |            |         |
| Lepulu, Nathan P.           |                     | Address on File               |           |          |            |       |            |         |
| Lere, Cheyenne L.           |                     | Address on File               |           |          |            |       |            |         |
| Lerner, David               |                     | Address on File               |           |          |            |       |            |         |
| Lesley St. Denis Drane      |                     | Address on File               |           |          |            |       |            |         |
| Leslie Marshall             |                     | Address on File               |           |          |            |       |            |         |
| Leslie Rather               |                     | Address on File               |           |          |            |       |            |         |
| LESLY TULLO                 |                     | Address on File               |           |          |            |       |            |         |
| Lets Gel, Inc dba GelPro    |                     | 100 E WhiteStone Blvd Ste 148 | Box 281   |          | Cedar Park | TX    | 78613      |         |
| Lets Paint LLC              |                     | 3400 SW 27th Apt 307          |           |          | Miami      | FL    | 33133      |         |
| Leung, Bilqis               |                     | Address on File               |           |          |            |       |            |         |
| Leung, Maya                 |                     | Address on File               |           |          |            |       |            |         |
| Leuterio, Leselle           |                     | Address on File               |           |          |            |       |            |         |
| Leveille, Racquel           |                     | Address on File               |           |          |            |       |            |         |
| Level 10, LLC               |                     | PO Box 88496                  |           |          | Chicago    | IL    | 60680-1496 |         |
| Level 3 Communications LLC  |                     | 1025 Eldorado Boulevard       |           |          | Broomfield | CO    | 80021      |         |
| Level 3 Communications LLC  |                     | PO BOX 910182                 |           |          | DENVER     | CO    | 80291-0182 |         |
| Level Handy Works, LLC      |                     | 5085 Easley Road              |           |          | Golden     | CO    | 80403      |         |
| Levenson, Lauren            |                     | Address on File               |           |          |            |       |            |         |
| Levine Investments II, LLLP | c/o Pacifica Retail | 2801 E. Camelback Rd          | Suite 450 |          | Phoenix    | AZ    | 85016      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName                   | Address1                    | Address2                            | Address3                        | City          | State | Zip        | Country     |
|---|--------------------------------------|-----------------------------|-------------------------------------|---------------------------------|---------------|-------|------------|-------------|
| Levine Investments Limited Partnership  |                                      | 2801 E. Camelback Road      | Suite 450                           |                                 | Phoenix       | AZ    | 85016      |             |
| Levine Investments, LP                  | William S. Levine                    | c/o Pacifica Retail         | 2801 E. Camelback Rd                |                                 | Phoenix       | AZ    | 85016      |             |
| Levine, Michael and Susan               | Susan Levine Chief Executive Officer | Career Group Companies      | 10100 Santa Monica Blvd., Suite 900 |                                 | Los Angeles   | CA    | 90067      |             |
| Levine, Michael and Susan               | William Meyers, Esq.                 | Hill, Farrer & Burrill LLP  | One California Plaza                | 300 S. Grand Avenue, 37th Floor | Los Angeles   | CA    | 90071      |             |
| Levy - Charlton, Maxine A.              |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Levy, Jennifer                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Levy, Lynn                              |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Levy, Shara B.                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis II, Kenneth J.                    |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Artlyn                           |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Ashley                           |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Dantrevous                       |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Diondre                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Erin E.                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Gary                             |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Jesse J.                         |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Michael L.                       |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Tatiana                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis, Tracy V.                         |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lewis-Escoto, Angel L.                  |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Leyba, Monnica L.                       |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Leyla Chong                             |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Leyva, Thomas                           |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lezlie Reed                             |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Libbey Glass                            |                                      | Address on File             |                                     |                                 |               |       |            |             |
| LIBBEY INC.                             |                                      | 300 Madison Ave.            |                                     |                                 | Toledo        | OH    | 43604      |             |
| Liberty Utilities - NH                  |                                      | 116 North Main Street       |                                     |                                 | Concord       | NH    | 03301      |             |
| Liberty Utilities - NH                  |                                      | 75 Remittance Dr            |                                     |                                 | Chicago       | IL    | 60675-1032 |             |
| Licata, Patricia                        |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Lidia Brown                             |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Liebe, Margaret                         |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Liebrock, Mary                          |                                      | Address on File             |                                     |                                 |               |       |            |             |
| Life Bridge Health                      |                                      | 5400 Preakness Way          |                                     |                                 | Baltimore     | MD    | 21215-5880 |             |
| Life Insurance Company of North America |                                      | PO Box 782447               |                                     |                                 | Philadelphia  | PA    | 19178      |             |
| LIFE SAFETY PRODUCTS B.V.               |                                      | 1005 N. Commons Drive       |                                     |                                 | Aurora        | IL    | 60504      |             |
| Life Safety Products B.V.               |                                      | Werner von Siemensstraat    | 22 NL-2712 PP                       |                                 | Zoetermeer    | ZH    | 2351 GH    | Netherlands |
| LIFE SAFETY PRODUCTS B.V.               |                                      | Werner von Siemensstraat 22 |                                     |                                 | Zoetermeer    | ZH    | 2351 GH    | Netherlands |
| LIFELINE FIRST AID LLC                  |                                      | 6550 SW McEwan Rd           |                                     |                                 | Lake Oswego   | OR    | 97035      |             |
| LIFELINE FIRST AID LLC                  |                                      | 6710 SW McEwan Rd           |                                     |                                 | Lake Oswego   | OR    | 97035      |             |
| Lifeline First Aid LLC                  |                                      | 26200 SW 95th Ave           | #302                                |                                 | Wilsonville   | OR    | 97070      |             |
| LIFELINES                               |                                      | PO BOX 5220                 |                                     |                                 | Westport      | CT    | 06881      |             |
| LifeSafety Management, Inc.             |                                      | 2017 Corprate Dr            |                                     |                                 | Boynton Beach | FL    | 33426      |             |
| Lifestyle Systems                       |                                      | 12881 Western Ave           | Unit A                              |                                 | Garden Grove  | CA    | 92841      |             |
| LIFETIME BRANDS                         |                                      | 1000 Stewart Ave.           |                                     |                                 | Garden City   | NY    | 11530      |             |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName | Address1                          | Address2                             | Address3 | City        | State | Zip        | Country |
|---|--------------------|-----------------------------------|--------------------------------------|----------|-------------|-------|------------|---------|
| LIFETIME BRANDS                               |                    | 204 Highland Meadow Circle        |                                      |          | Coppell     | TX    | 75019      |         |
| Lifetime Brands, Inc.                         |                    | Dept CH 17745                     |                                      |          | Palatine    | IL    | 60055-7745 |         |
| Lifshaz, Matthew                              |                    | Address on File                   |                                      |          |             |       |            |         |
| Ligator, Nathan                               |                    | Address on File                   |                                      |          |             |       |            |         |
| Lige, Jackie A.                               |                    | Address on File                   |                                      |          |             |       |            |         |
| Liggins, Jakeara                              |                    | Address on File                   |                                      |          |             |       |            |         |
| Light, Jennifer                               |                    | Address on File                   |                                      |          |             |       |            |         |
| Lighthouse Publications<br>Inc/Leuchtturm1917 |                    | 274 Washington Ave                |                                      |          | Hackensack  | NJ    | 07601      |         |
| Lightner, Onel C.                             |                    | Address on File                   |                                      |          |             |       |            |         |
| Lightstat, Inc.                               |                    | 22 W. West Hill Road              |                                      |          | Barkhamsted | CT    | 06063      |         |
| Lightswitch Content Solutions LLC             |                    | 528 Pennsylvania Ave #550         |                                      |          | Glen Ellyn  | IL    | 60137      |         |
| Lilek, Katherine E.                           |                    | Address on File                   |                                      |          |             |       |            |         |
| Lilley, Alexie N.                             |                    | Address on File                   |                                      |          |             |       |            |         |
| LILLIAN MARTINEZ                              |                    | Address on File                   |                                      |          |             |       |            |         |
| Lillianthal, Robin                            |                    | Address on File                   |                                      |          |             |       |            |         |
| Lilly Brush Co.                               |                    | 6750 S. Lima St. #200             |                                      |          | Englewood   | CO    | 80112      |         |
| LILLY BRUSH CO., LLC                          |                    | 7450 E. Jewell Ave.               | Unit E                               |          | Denver      | CO    | 80231      |         |
| Lim Andrade, Esmeralda                        |                    | Address on File                   |                                      |          |             |       |            |         |
| Limoli, Giovanna R.                           |                    | Address on File                   |                                      |          |             |       |            |         |
| Limon Duque, Michael A.                       |                    | Address on File                   |                                      |          |             |       |            |         |
| Linares, Kaylee                               |                    | Address on File                   |                                      |          |             |       |            |         |
| Lincoln Parish                                |                    | Address on File                   |                                      |          |             |       |            |         |
| Lincoln Square Merchants<br>Association       |                    | 575 Bellevue Square               |                                      |          | Bellevue    | WA    | 98004      |         |
| Lincoln Square Retail, LLC                    | Attn Craig Shrontz | Perkins Coie LLP                  | 10885 NE Fourth Street,<br>Suite 700 |          | Bellevue    | WA    | 98004      |         |
| Lincoln Square Retail, LLC                    | Katie Kirkness     | c/o Kemper Development<br>Company | PO Box 908                           |          | Bellevue    | WA    | 98009      |         |
| Lincoln Square Retail, LLC                    |                    | P.O. Box 908                      |                                      |          | Bellevue    | WA    | 98009      |         |
| Lincoln Square Retail, LLC                    |                    | 575 Bellevue Square               |                                      |          | Bellevue    | WA    | 98004      |         |
| Lincoln, Kevin D.                             |                    | Address on File                   |                                      |          |             |       |            |         |
| Lind, Marion S.                               |                    | Address on File                   |                                      |          |             |       |            |         |
| LINDA BOBER                                   |                    | Address on File                   |                                      |          |             |       |            |         |
| LINDA CURRIE MILLIS                           |                    | Address on File                   |                                      |          |             |       |            |         |
| Linda D Andrews                               |                    | Address on File                   |                                      |          |             |       |            |         |
| Linda Goldenberg                              |                    | Address on File                   |                                      |          |             |       |            |         |
| Linda Holt Creative                           |                    | Address on File                   |                                      |          |             |       |            |         |
| LINDA L OBRIEN                                |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindenberg, Jared W.                          |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindenmeyr Munroe                             |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsay Erin Cleveland                        |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsay Plum                                  |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsay Salazar Photography                   |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsay, Sarah C.                             |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsey Escalera                              |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsey, Roderick                             |                    | Address on File                   |                                      |          |             |       |            |         |
| Lindsey, Shannon E.                           |                    | Address on File                   |                                      |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName | Address1                       | Address2                    | Address3 | City          | State | Zip        | Country |
|--------------------------------------|--------------------|--------------------------------|-----------------------------|----------|---------------|-------|------------|---------|
| Line, John S.                        |                    | Address on File                |                             |          |               |       |            |         |
| Linepense, Caitlin M.                |                    | Address on File                |                             |          |               |       |            |         |
| Link, Evelyn Z.                      |                    | Address on File                |                             |          |               |       |            |         |
| LinkedIn Corporation                 |                    | 62228 Collections Center Drive |                             |          | Chicago       | IL    | 60693-0622 |         |
| Linn II, Ronald J.                   |                    | Address on File                |                             |          |               |       |            |         |
| LINNEACO                             |                    | 839 W. Carmel Drive            |                             |          | CARMEL        | IN    | 46032      |         |
| Linneas Lights, LLC                  |                    | 839 W. Carmel Dr.              |                             |          | Carmel        | IN    | 46032      |         |
| Lint, Brian B.                       |                    | Address on File                |                             |          |               |       |            |         |
| Lint, Duncan A.                      |                    | Address on File                |                             |          |               |       |            |         |
| Linton, Linda J.                     |                    | Address on File                |                             |          |               |       |            |         |
| Linwood, Aubrey                      |                    | Address on File                |                             |          |               |       |            |         |
| Lipkins, Chantel                     |                    | Address on File                |                             |          |               |       |            |         |
| Lipsey, Bohne L.                     |                    | Address on File                |                             |          |               |       |            |         |
| Lira, Laurencio                      |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Anderson                        |                    | Address on File                |                             |          |               |       |            |         |
| lisa arellano                        |                    | Address on File                |                             |          |               |       |            |         |
| LISA BETH DAVIS-BERMAN               |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Blizzard                        |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Chen                            |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Hise                            |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Jackson                         |                    | Address on File                |                             |          |               |       |            |         |
| Lisa K Klinger                       |                    | Address on File                |                             |          |               |       |            |         |
| LISA KALB                            |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Kaplan                          |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Koch                            |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Leggett                         |                    | Address on File                |                             |          |               |       |            |         |
| LISA MANIOLA                         |                    | Address on File                |                             |          |               |       |            |         |
| LISA MOTAMED                         |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Mullings dba Design Inspiration |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Mullings dba Design Inspiration |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Rivera                          |                    | Address on File                |                             |          |               |       |            |         |
| Lisa Silverman                       |                    | Address on File                |                             |          |               |       |            |         |
| LISA TARDO                           |                    | Address on File                |                             |          |               |       |            |         |
| Lisanti, MaryAnn                     |                    | Address on File                |                             |          |               |       |            |         |
| Lisinski, Andersen                   |                    | Address on File                |                             |          |               |       |            |         |
| Lister, Byron M.                     |                    | Address on File                |                             |          |               |       |            |         |
| Lita, Donna B.                       |                    | Address on File                |                             |          |               |       |            |         |
| Litmus Software, Inc.                |                    | 675 Massachusetts Ave          |                             |          | Cambridge     | MA    | 02139      |         |
| Litmus7 Systems Consulting Inc       |                    | 50 California St. Suite 1500   |                             |          | San Francisco | CA    | 94111      |         |
| Litmus7 Systems Consulting PVT Ltd   |                    | #208 and 209, 2nd Floor Sck 01 | Smartcity SEZ, Infopark P.O |          | Ernakulam     |       | 682042     | India   |
| Litsey, Campbell F.                  |                    | Address on File                |                             |          |               |       |            |         |
| Littaua, Raymond                     |                    | Address on File                |                             |          |               |       |            |         |
| Littlefield, Bonnie M.               |                    | Address on File                |                             |          |               |       |            |         |
| Littlejohn, Georgia R.               |                    | Address on File                |                             |          |               |       |            |         |
| Littler Mendelson PC                 |                    | 333 Bush Street                | 34th Floor                  |          | San Francisco | CA    | 94101      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName    | Address1                                   | Address2                                  | Address3 | City                   | State | Zip        | Country        |
|--|-----------------------|--|---|----------|------------------------|-------|------------|----------------|
| Littman, Billye                              |                       | Address on File                            |   |          |                        |       |            |                |
| Litz, Jennifer L.                            |                       | Address on File                            |   |          |                        |       |            |                |
| Livesey, Austen J.                           |                       | Address on File                            |   |          |                        |       |            |                |
| Livingston Parish School Board               |                       | P.O. Box 1030                              |   |          | Livingston             | LA    | 70754-1030 |                |
| Livingston, Dominique                        |                       | Address on File                            |   |          |                        |       |            |                |
| Liz Steele                                   |                       | Address on File                            |   |          |                        |       |            |                |
| Lizama, Yecica                               |                       | Address on File                            |   |          |                        |       |            |                |
| Lizarazo, Isabella                           |                       | Address on File                            |   |          |                        |       |            |                |
| Lizette Vergara                              |                       | Address on File                            |   |          |                        |       |            |                |
| Llarinas, Nicole                             |                       | Address on File                            |   |          |                        |       |            |                |
| Lloyd, Shatera                               |                       | Address on File                            |   |          |                        |       |            |                |
| Lloyd, Sheila C.                             |                       | Address on File                            |   |          |                        |       |            |                |
| Lloyds America Inc.                          |                       | 25 West 53rd Street, 14th Floor            |   |          | New York               | NY    | 10019      |                |
| Lloyds America, Inc.                         | Attn Legal Department | 280 Park Avenue, East Tower,<br>25th Floor |   |          | New York               | NY    | 10017      |                |
| Lloyds of London                             |                       | One Lime Street                            |   |          | London                 |       | EC3M 7HA   | United Kingdom |
| LMS Creative Solutions LLC                   |                       | 811 Chicago Avenue                         | Unit 505                                  |          | Evanston               | IL    | 60202      |                |
| Lo Verde, Victoria J.                        |                       | Address on File                            |   |          |                        |       |            |                |
| Lo, Anaya                                    |                       | Address on File                            |   |          |                        |       |            |                |
| Lobb Noe, Erin D.                            |                       | Address on File                            |   |          |                        |       |            |                |
| Locality Streaming, LLC                      |                       | PO Box 934195                              |   |          | Atlanta                | GA    | 31193      |                |
| Lockett, Jakel                               |                       | Address on File                            |   |          |                        |       |            |                |
| Lockett, Shanika                             |                       | Address on File                            |   |          |                        |       |            |                |
| Locklear, Bernie S.                          |                       | Address on File                            |   |          |                        |       |            |                |
| Lockwood, Brittany                           |                       | Address on File                            |   |          |                        |       |            |                |
| LOCTEK ERGONOMICS<br>VIETNAM CO LTD          |                       | LOT 56C, 57 LONG GIANG<br>INDUSTRIAL PARK, | TAN LAP 1 COMMUNE,<br>TAN PHUOC DISTRICT, |          | Tien Giang<br>Province |       | 315100     | Vietnam        |
| LOCTEK ERGONOMICS<br>VIETNAM COMPANY LIMITED |                       | Floor 16,Jindong Building                  | No.536,Xueshi<br>Road,Shounan St.         | NINGBO   | ZHEJIANG               |       | 315192     | China          |
| LOCTEK ERGONOMICS<br>VIETNAM COMPANY LIMITED |                       | Floor 18,Jindong Building                  | No.536,Xueshi<br>Road,Shounan St.         | NINGBO   | ZHEJIANG               |       | 315192     | China          |
| Loeffler, Carrie B.                          |                       | Address on File                            |   |          |                        |       |            |                |
| Loehrer, Abigail I.                          |                       | Address on File                            |   |          |                        |       |            |                |
| Loera, Anthony                               |                       | Address on File                            |   |          |                        |       |            |                |
| Loera, Diane M.                              |                       | Address on File                            |   |          |                        |       |            |                |
| Lofgren, Nia P.                              |                       | Address on File                            |   |          |                        |       |            |                |
| Loftware, Inc.                               |                       | 249 Corporate Drive                        |   |          | Portsmouth             | NH    | 03801      |                |
| Logan Hefflefinger                           |                       | Address on File                            |   |          |                        |       |            |                |
| Logan IV, John T.                            |                       | Address on File                            |   |          |                        |       |            |                |
| Logan, Mikayla                               |                       | Address on File                            |   |          |                        |       |            |                |
| LogicMonitor, Inc.                           |                       | LogicMonitor, Inc. Dept. LA<br>24200       |   |          | Pasadena               | CA    | 91185      |                |
| Logsdon, Heather D.                          |                       | Address on File                            |   |          |                        |       |            |                |
| Logue, Penelope C.                           |                       | Address on File                            |   |          |                        |       |            |                |
| Lois Chistman                                |                       | Address on File                            |   |          |                        |       |            |                |
| Lokhai, Ana M.                               |                       | Address on File                            |   |          |                        |       |            |                |
| LOLITA TORO                                  |                       | Address on File                            |   |          |                        |       |            |                |
| Lomax, Alita M.                              |                       | Address on File                            |   |          |                        |       |            |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName | Address1                              | Address2 | Address3 | City      | State | Zip   | Country |
|--|--------------------|---------------------------------------|----------|----------|-----------|-------|-------|---------|
| Lomax, Mark                                |                    | Address on File                       |          |          |           |       |       |         |
| Lombard, Nora E.                           |                    | Address on File                       |          |          |           |       |       |         |
| Lomeli, Jose A.                            |                    | Address on File                       |          |          |           |       |       |         |
| London Jr., Lecester D.                    |                    | Address on File                       |          |          |           |       |       |         |
| London, Bryttney A.                        |                    | Address on File                       |          |          |           |       |       |         |
| Long Island Lighting Company<br>d/b/a Lipa |                    | 333 Earle Ovington Blvd. 4th<br>Floor |          |          | Uniondale | NY    | 11553 |         |
| Long Range Solutions, LLC                  |                    | 9525 Forest View Street               |          |          | Dallas    | TX    | 75243 |         |
| Long, Amy M.                               |                    | Address on File                       |          |          |           |       |       |         |
| Long, Benjamin W.                          |                    | Address on File                       |          |          |           |       |       |         |
| Long, Brianna N.                           |                    | Address on File                       |          |          |           |       |       |         |
| Long, Cheyenne D.                          |                    | Address on File                       |          |          |           |       |       |         |
| Long, Kathleen L.                          |                    | Address on File                       |          |          |           |       |       |         |
| Long, Kelsey N.                            |                    | Address on File                       |          |          |           |       |       |         |
| Long, Macy A.                              |                    | Address on File                       |          |          |           |       |       |         |
| Long, Robin                                |                    | Address on File                       |          |          |           |       |       |         |
| Long, Sulena O.                            |                    | Address on File                       |          |          |           |       |       |         |
| Longman, Eli                               |                    | Address on File                       |          |          |           |       |       |         |
| Longsdorf, Monica S.                       |                    | Address on File                       |          |          |           |       |       |         |
| Lonsway, Samantha                          |                    | Address on File                       |          |          |           |       |       |         |
| Loo, Ryan                                  |                    | Address on File                       |          |          |           |       |       |         |
| Loo, Yvonne D.                             |                    | Address on File                       |          |          |           |       |       |         |
| Looney, Amanda M.                          |                    | Address on File                       |          |          |           |       |       |         |
| Loop, John J.                              |                    | Address on File                       |          |          |           |       |       |         |
| Lopardo, Theodore V.                       |                    | Address on File                       |          |          |           |       |       |         |
| Lope Handel A/S                            |                    | Udlejreuej 31                         |          |          | Olstykke  |       | 3650  | Denmark |
| Lopez Baltodano, Marjurie I.               |                    | Address on File                       |          |          |           |       |       |         |
| Lopez Ignacio, Diana I.                    |                    | Address on File                       |          |          |           |       |       |         |
| Lopez III, Max M.                          |                    | Address on File                       |          |          |           |       |       |         |
| Lopez Perez, Juan A.                       |                    | Address on File                       |          |          |           |       |       |         |
| Lopez Vasquez, Melissa A.                  |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Alyssa                              |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Andrew M.                           |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Bianca R.                           |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Catherine M.                        |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Christian                           |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Christian                           |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Christopher R.                      |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Crystal                             |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Daniel                              |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Daniela                             |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Eric R.                             |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Grace                               |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Gustavo                             |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Ivan                                |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Jacqueline                          |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Jacqueline                          |                    | Address on File                       |          |          |           |       |       |         |
| Lopez, Jade                                |                    | Address on File                       |          |          |           |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName                       | Address1                       | Address2       | Address3 | City        | State | Zip        | Country |
|--|--|--------------------------------|----------------|----------|-------------|-------|------------|---------|
| Lopez, Jovan                             |  | Address on File                |                |          |             |       |            |         |
| Lopez, Juan P.                           |  | Address on File                |                |          |             |       |            |         |
| Lopez, Julisa B.                         |  | Address on File                |                |          |             |       |            |         |
| Lopez, June                              |  | Address on File                |                |          |             |       |            |         |
| Lopez, Kassandra                         |  | Address on File                |                |          |             |       |            |         |
| Lopez, Luisa C.                          |  | Address on File                |                |          |             |       |            |         |
| Lopez, Maria                             |  | Address on File                |                |          |             |       |            |         |
| Lopez, Marielena                         |  | Address on File                |                |          |             |       |            |         |
| Lopez, Richard                           |  | Address on File                |                |          |             |       |            |         |
| Lopez, Rosa A.                           |  | Address on File                |                |          |             |       |            |         |
| Lopez, Salvador L.                       |  | Address on File                |                |          |             |       |            |         |
| Lopez, Tiffany                           |  | Address on File                |                |          |             |       |            |         |
| Lopez, William                           |  | Address on File                |                |          |             |       |            |         |
| Lopez-Lima Levi, Arielle                 |  | Address on File                |                |          |             |       |            |         |
| LoPorto, Danielle                        |  | Address on File                |                |          |             |       |            |         |
| Lorenzo, Giovanna                        |  | Address on File                |                |          |             |       |            |         |
| Lorey, Carolyn S.                        |  | Address on File                |                |          |             |       |            |         |
| Lori Andersen                            |  | Address on File                |                |          |             |       |            |         |
| Lori George                              |  | Address on File                |                |          |             |       |            |         |
| Lori Myers                               |  | Address on File                |                |          |             |       |            |         |
| Lorraine Feldhausen                      |  | Address on File                |                |          |             |       |            |         |
| Lorraine Mullikin                        |  | Address on File                |                |          |             |       |            |         |
| Los Angeles City Fire Department         | City of Los Angeles Fire Dept.- C.U.P.A. | P.O. Box 102661                |                |          | Pasadena    | CA    | 91189      |         |
| Los Angeles County Dept of Public Health |  | Agric Commr/WTS & Measures     | P.O. BOX 54949 |          | Los Angeles | CA    | 90054      |         |
| Los Angeles County Dept of Public Health |  | PO Box 54978                   |                |          | Los Angeles | CA    | 90054-0978 |         |
| Los Angeles County Tax Collector         | Department of Agricultural Commissioner  | P.O. Box 54949                 |                |          | Los Angeles | CA    | 90054      |         |
| Los Angeles County Tax Collector         |  | 225 North Hill Street Room 122 | PO Box 514818  |          | Los Angeles | CA    | 90051      |         |
| Los Angeles County Tax Collector         |  | P.O. Box 54027                 |                |          | Los Angeles | CA    | 90054-0027 |         |
| Los Angeles Dept of Water & Power        |  | P.O. Box 30808                 |                |          | Los Angeles | CA    | 90030-0808 |         |
| Los Angeles Dept of Water & Power        |  | 111 N. Hope Street             |                |          | Los Angeles | CA    | 90012      |         |
| Los Angeles Times Direct                 |  | 2300 E. Imprial Hwy            |                |          | El Segundo  | CA    | 90245      |         |
| Lotfi, Leela                             |  | Address on File                |                |          |             |       |            |         |
| Lou, Dahlia                              |  | Address on File                |                |          |             |       |            |         |
| Lough, Miranda                           |  | Address on File                |                |          |             |       |            |         |
| Loughran, Shaun M.                       |  | Address on File                |                |          |             |       |            |         |
| Louie, Judy                              |  | Address on File                |                |          |             |       |            |         |
| Louis Thompson, Rebecca M.               |  | Address on File                |                |          |             |       |            |         |
| Louis XVI, Frantz                        |  | Address on File                |                |          |             |       |            |         |
| Louisa M. LLC dba Neat Method            |  | Address on File                |                |          |             |       |            |         |
| Louisiana Attorney General               | Attn Bankruptcy Department               | PO Box Box 94005               |                |          | Baton Rouge | LA    | 70804      |         |
| Louisiana Department of Revenue          |  | PO Box 3138                    |                |          | Baton Rouge | LA    | 70821      |         |
| LOURDES ELIZABETH HERRERA                |  | Address on File                |                |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName  | Address1                             | Address2                     | Address3 | City       | State | Zip        | Country |
|---------------------------------------|---------------------|--------------------------------------|------------------------------|----------|------------|-------|------------|---------|
| Lovan Industries, Inc.                |                     | P.O. Box 35931                       |                              |          | Dallas     | TX    | 75235      |         |
| Love & Renovations                    |                     | 249 Earl Keen St.                    |                              |          | Leander    | TX    | 78641      |         |
| LOVE Reusable Bags, Inc.              |                     | 1599 Superior Avenue                 | #A-5                         |          | Costa Mesa | CA    | 92627      |         |
| Love, Amy L.                          |                     | Address on File                      |                              |          |            |       |            |         |
| Lovelace, Lakeshia S.                 |                     | Address on File                      |                              |          |            |       |            |         |
| Lover, Michele J.                     |                     | Address on File                      |                              |          |            |       |            |         |
| Lovin-Flores, Shana N.                |                     | Address on File                      |                              |          |            |       |            |         |
| Lovinggood, Lynn K.                   |                     | Address on File                      |                              |          |            |       |            |         |
| Lowe, Curtis                          |                     | Address on File                      |                              |          |            |       |            |         |
| Lowe, Fred T.                         |                     | Address on File                      |                              |          |            |       |            |         |
| Lowery, Joshua L.                     |                     | Address on File                      |                              |          |            |       |            |         |
| Lowery, Patrick                       |                     | Address on File                      |                              |          |            |       |            |         |
| Loy, Charles D.                       |                     | Address on File                      |                              |          |            |       |            |         |
| Loy, Stephanie                        |                     | Address on File                      |                              |          |            |       |            |         |
| Lozada Keenum, Julio C.               |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, Hugo                          |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, John L.                       |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, Lisa                          |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, Luke J.                       |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, Martin                        |                     | Address on File                      |                              |          |            |       |            |         |
| Lozano, Patrisia A.                   |                     | Address on File                      |                              |          |            |       |            |         |
| LRC Northway Mall Acquisitions LLC    | Attn Frank Licata   | 1585 Frederick Blvd                  |                              |          | Akron      | OH    | 44320      |         |
| LRC Northway Mall Acquisitions LLC    | Daniel Daniluk, LLC | Dan Daniluk, Esq.                    | 1129 Niles-Cortland Road, SE |          | Warren     | OH    | 44484      |         |
| LRC Northway Mall Acquisitions LLC    |                     | PO Box 76314                         |                              |          | Baltimore  | MD    | 21275-6314 |         |
| LSREF6 Legacy LLC Registered Series C |                     | 3200N. Military Trail                | 4th Floor                    |          | Boca Raton | FL    | 33431      |         |
| LSREF6 Legacy, LLC                    | Nancy San Pedro     | 6688 N. Central Expressway, Ste 1600 |                              |          | Dallas     | TX    | 75206      |         |
| LSREF6 Legacy, LLC                    |                     | 6688 N. Central Expressway, Ste 1600 |                              |          | Dallas     | TX    | 75206      |         |
| LTIMindtree Limited                   |                     | 2035 Lincoln Highway Ste 3000        |                              |          | Edison     | NJ    | 08817      |         |
| Lu, Kung A.                           |                     | Address on File                      |                              |          |            |       |            |         |
| Luca Aceto                            |                     | Address on File                      |                              |          |            |       |            |         |
| Lucas Systems Inc                     |                     | 11279 Perry Highway                  | Suite #400                   |          | Wexford    | PA    | 15090      |         |
| Lucas Systems Inc                     |                     | 150 North Meadows Drive              |                              |          | Wexford    | PA    | 15090      |         |
| Lucas, Cierra                         |                     | Address on File                      |                              |          |            |       |            |         |
| Lucas, Jason B.                       |                     | Address on File                      |                              |          |            |       |            |         |
| Lucas, Laura J.                       |                     | Address on File                      |                              |          |            |       |            |         |
| Lucas, Sarah                          |                     | Address on File                      |                              |          |            |       |            |         |
| Luce, Christopher T.                  |                     | Address on File                      |                              |          |            |       |            |         |
| Luce, Kevin B.                        |                     | Address on File                      |                              |          |            |       |            |         |
| Luce, Randy L.                        |                     | Address on File                      |                              |          |            |       |            |         |
| Lucero, Debora J.                     |                     | Address on File                      |                              |          |            |       |            |         |
| Luckett, Azana A.                     |                     | Address on File                      |                              |          |            |       |            |         |
| Luckie, Crystal L.                    |                     | Address on File                      |                              |          |            |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName       | Address1                         | Address2  | Address3  | City                   | State | Zip      | Country        |
|--------------------------------|--------------------------|----------------------------------|-----------|-----------|------------------------|-------|----------|----------------|
| Ludington, Jennifer            |                          | Address on File                  |           |           |                        |       |          |                |
| LUDMILA SUJANOVA               |                          | Address on File                  |           |           |                        |       |          |                |
| Luedecke, Christopher D.       |                          | Address on File                  |           |           |                        |       |          |                |
| Luedeking, Claudia B.          |                          | Address on File                  |           |           |                        |       |          |                |
| Lug USA, LLC                   |                          | 8546 Palm Parkway                | #305      |           | Orlando                | FL    | 32836    |                |
| Lugo, Alexander                |                          | Address on File                  |           |           |                        |       |          |                |
| Lugo, Julissa                  |                          | Address on File                  |           |           |                        |       |          |                |
| Lujan Flores, David            |                          | Address on File                  |           |           |                        |       |          |                |
| Luke, Kiara                    |                          | Address on File                  |           |           |                        |       |          |                |
| Lukehart, Gary R.              |                          | Address on File                  |           |           |                        |       |          |                |
| Luminous Sound                 |                          | 17120 Dallas Pkwy. #100          |           |           | Dallas                 | TX    | 75248    |                |
| Lummus, Casey E.               |                          | Address on File                  |           |           |                        |       |          |                |
| Lumpkin, Tenika                |                          | Address on File                  |           |           |                        |       |          |                |
| Luna, Nico A.                  |                          | Address on File                  |           |           |                        |       |          |                |
| Luna, Noelys                   |                          | Address on File                  |           |           |                        |       |          |                |
| Luna, Sergio                   |                          | Address on File                  |           |           |                        |       |          |                |
| Luna, Shantaya                 |                          | Address on File                  |           |           |                        |       |          |                |
| Luna, Victor                   |                          | Address on File                  |           |           |                        |       |          |                |
| Lunar Leon, Jesus A.           |                          | Address on File                  |           |           |                        |       |          |                |
| Lunardi, Amanda E.             |                          | Address on File                  |           |           |                        |       |          |                |
| LUND LONDON LTD                |                          | Lund London Ltd, 24a Caring Lane | BEARSTED  | MAIDSTONE | KENT                   |       | ME14 4NJ | United Kingdom |
| Lund London Ltd.               |                          | 2 The Oasts, The Green, Bearsted |           |           | Maidstone              |       | ME14 4EB | United Kingdom |
| Lund, Brett                    |                          | Address on File                  |           |           |                        |       |          |                |
| Lund, Lynne H.                 |                          | Address on File                  |           |           |                        |       |          |                |
| Lundia Regalsysteme GmbH       |                          | Prins Alexanderstraat 4          |           |           | Varsseveld, Gelderland |       | 7051 BA  | Netherlands    |
| Lungu, Sasha                   |                          | Address on File                  |           |           |                        |       |          |                |
| Lussier, Kelley                |                          | Address on File                  |           |           |                        |       |          |                |
| Lustig, Allison                |                          | Address on File                  |           |           |                        |       |          |                |
| Lustig, Lynn                   |                          | Address on File                  |           |           |                        |       |          |                |
| Lustig, Steven                 |                          | Address on File                  |           |           |                        |       |          |                |
| Lutnesky, Anastasia J.         |                          | Address on File                  |           |           |                        |       |          |                |
| Luttazi, Susan T.              |                          | Address on File                  |           |           |                        |       |          |                |
| Luttrell, Cynthia M.           |                          | Address on File                  |           |           |                        |       |          |                |
| Luxe Bag Care, LLC             |                          | 1660 Olympic Blvd.               | Suite 215 |           | Walnut Creek           | CA    | 94596    |                |
| Luxe Bag Care, LLC             |                          | 215 Theodor Ln                   |           |           | Sonoma                 | CA    | 95476    |                |
| LUXE BAG CARE, LLC             |                          | 570 El Dorado Dr                 |           |           | Sonoma                 | CA    | 95476    |                |
| Luxe Media Group               | Attn Accounts Receivable | 3651 NW 8th Avenue               |           |           | Boca Raton             | FL    | 33431    |                |
| Luxury Brands LLC dba FHI Heat |                          | 4583 ISH DR                      |           |           | SIMI VALLEY            | CA    | 93063    |                |
| LUXURY BRANDS LLC DBA FHI HEAT |                          | 4487 Ish Dr.                     |           |           | Simi Valley            | CA    | 93063    |                |
| LUXURY BRANDS LLC DBA FHI HEAT |                          | 1300 Mendota Heights Road        |           |           | Mendota Heights        | MN    | 55120    |                |
| Lykins, Debbra L.              |                          | Address on File                  |           |           |                        |       |          |                |
| Lynch, Deborah A.              |                          | Address on File                  |           |           |                        |       |          |                |
| Lynch, Dustin                  |                          | Address on File                  |           |           |                        |       |          |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName  | CreditorNoticeName | Address1               | Address2  | Address3 | City            | State | Zip   | Country |
|---|--------------------|------------------------|-----------|----------|-----------------|-------|-------|---------|
| Lynda Rothman dba Sane Jane                           |                    | Address on File        |           |          |                 |       |       |         |
| Lyndsey D Morgan LLC                                  |                    | Address on File        |           |          |                 |       |       |         |
| Lynes, Eva S.   |                    | Address on File        |           |          |                 |       |       |         |
| Lynk, Inc.  |                    | 8241 Melrose Drive     |           |          | Shawnee Mission | KS    | 66214 |         |
| Lynn Davis  |                    | Address on File        |           |          |                 |       |       |         |
| Lynn, Michelle  |                    | Address on File        |           |          |                 |       |       |         |
| Lynn, Robert  |                    | Address on File        |           |          |                 |       |       |         |
| LYNNE HAIRSTON  |                    | Address on File        |           |          |                 |       |       |         |
| Lynx Research Consulting                              |                    | 1211 W. Myrtle Street  | Suite 110 |          | Boise           | ID    | 83702 |         |
| Lyon, Shawn   |                    | Address on File        |           |          |                 |       |       |         |
| Lyons, Deven A.                                       |                    | Address on File        |           |          |                 |       |       |         |
| Lyons, Tammy R.                                       |                    | Address on File        |           |          |                 |       |       |         |
| Lyra, Luchiana  |                    | Address on File        |           |          |                 |       |       |         |
| M&G PARTNERS LLP DBA<br>FASHION ANGELS<br>ENTERPRISES |                    | 306 N Milwaukee Street |           |          | Milwaukee       | WI    | 53202 |         |
| Ma, Young Young                                       |                    | Address on File        |           |          |                 |       |       |         |
| Mabirizi, Trany                                       |                    | Address on File        |           |          |                 |       |       |         |
| Mabry, Alicia   |                    | Address on File        |           |          |                 |       |       |         |
| Macandili, Kayla                                      |                    | Address on File        |           |          |                 |       |       |         |
| Macaulay, Sandy                                       |                    | Address on File        |           |          |                 |       |       |         |
| Macayan, Abraham L.                                   |                    | Address on File        |           |          |                 |       |       |         |
| MacCracken, Cecilia                                   |                    | Address on File        |           |          |                 |       |       |         |
| MacDowall, Jordan A.                                  |                    | Address on File        |           |          |                 |       |       |         |
| Mace, Heidi L.  |                    | Address on File        |           |          |                 |       |       |         |
| Mace, Joshua P.                                       |                    | Address on File        |           |          |                 |       |       |         |
| Macedo Jr., Luiz Eduardo                              |                    | Address on File        |           |          |                 |       |       |         |
| MacEwan, Annie B.                                     |                    | Address on File        |           |          |                 |       |       |         |
| Macgregor, Jennifer S.                                |                    | Address on File        |           |          |                 |       |       |         |
| Machado, Katelyn E.                                   |                    | Address on File        |           |          |                 |       |       |         |
| Macharia, Stephen                                     |                    | Address on File        |           |          |                 |       |       |         |
| Macias, Allison R.                                    |                    | Address on File        |           |          |                 |       |       |         |
| Macias, Angelica                                      |                    | Address on File        |           |          |                 |       |       |         |
| Macias, Merissa T.                                    |                    | Address on File        |           |          |                 |       |       |         |
| Macias, Patricia D.                                   |                    | Address on File        |           |          |                 |       |       |         |
| Macinta, Garret C.                                    |                    | Address on File        |           |          |                 |       |       |         |
| Mack, Kyle G.   |                    | Address on File        |           |          |                 |       |       |         |
| Mackie, Traci L.                                      |                    | Address on File        |           |          |                 |       |       |         |
| Macklin, Sophia L.                                    |                    | Address on File        |           |          |                 |       |       |         |
| Macklin, Stephanie G.                                 |                    | Address on File        |           |          |                 |       |       |         |
| Mackroy, Kaylah C.                                    |                    | Address on File        |           |          |                 |       |       |         |
| MacLean, Rob S.                                       |                    | Address on File        |           |          |                 |       |       |         |
| MacNair, Caroline                                     |                    | Address on File        |           |          |                 |       |       |         |
| MacNeill, Valerie                                     |                    | Address on File        |           |          |                 |       |       |         |
| Macrito, Michelle A.                                  |                    | Address on File        |           |          |                 |       |       |         |
| MacroAir Technologies                                 |                    | 794 South Allen Street |           |          | San Bernardino  | CA    | 92408 |         |
| Madani, Michael J.                                    |                    | Address on File        |           |          |                 |       |       |         |
| Madden, Brittany                                      |                    | Address on File        |           |          |                 |       |       |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                 | CreditorNoticeName              | Address1   | Address2                  | Address3 | City                     | State | Zip        | Country |
|------------------------------|---------------------------------|--|---------------------------|----------|--------------------------|-------|------------|---------|
| Maddox, Erica L.             |                                 | Address on File  |                           |          |                          |       |            |         |
| Madeiros, Erika              |                                 | Address on File  |                           |          |                          |       |            |         |
| Madhu Chinthakunta           |                                 | Address on File  |                           |          |                          |       |            |         |
| MADISON MILL                 |                                 | Address on File  |                           |          |                          |       |            |         |
| MADISON MILL                 |                                 | Address on File  |                           |          |                          |       |            |         |
| Madison Mill, Inc.           |                                 | Po Box 90886   |                           |          | Nashville                | TN    | 37209-0886 |         |
| Madison Parish School Board  |                                 | P.O. Box 1830  |                           |          | Tallahassee              | LA    | 71284-1830 |         |
| Madison, Brandon             |                                 | Address on File  |                           |          |                          |       |            |         |
| Madriaga, Analise M.         |                                 | Address on File  |                           |          |                          |       |            |         |
| Madrid, Jennifer L.          |                                 | Address on File  |                           |          |                          |       |            |         |
| Madrid, Laura                |                                 | Address on File  |                           |          |                          |       |            |         |
| Madsen, James E.             |                                 | Address on File  |                           |          |                          |       |            |         |
| Maersk                       |                                 | 9300 Arrowpoint Blvd.  | Atten Accounts Receivable |          | Charlotte                | NC    | 28273      |         |
| Magarian, Marissa            |                                 | Address on File  |                           |          |                          |       |            |         |
| Magda, Catherine D.          |                                 | Address on File  |                           |          |                          |       |            |         |
| Magdaleno, Briana M.         |                                 | Address on File  |                           |          |                          |       |            |         |
| Magede Inc dba NE Installers |                                 | 10650 Culebra Road Suite<br>104538                                 |                           |          | San Antonio              | TX    | 78251-4806 |         |
| Maggie Adrover               |                                 | Address on File  |                           |          |                          |       |            |         |
| Maggie Adrover               |                                 | Address on File  |                           |          |                          |       |            |         |
| Magic Sliders, L.P.          |                                 | 50 Main St   | Suite 922 Box 72          |          | White Plains             | NY    | 10606      |         |
| Maglio, Maria                |                                 | Address on File  |                           |          |                          |       |            |         |
| Magouirk, Samantha M.        |                                 | Address on File  |                           |          |                          |       |            |         |
| Magsamen, Jeremy             |                                 | Address on File  |                           |          |                          |       |            |         |
| Maguire, Kevin R.            |                                 | Address on File  |                           |          |                          |       |            |         |
| Maguire, Matthew B.          |                                 | Address on File  |                           |          |                          |       |            |         |
| MAGUS INDUSTRY CO.           |                                 | 7F, No. 268, Ruiguang Rd.,<br>Neihu Dist., 11491, Taipei,<br>Taiwa |                           |          | TAIPEI                   |       | 114        | Taiwan  |
| Magus Industry Co., LTD      | Taipei Bank Sung Lund<br>Branch | 176-1 Keelung Road, Sec., 1  |                           |          | Taipei Taiwan,<br>R.O.C. |       |            | Taiwan  |
| Mah, Angela E.               |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahaney, Ashley R.           |                                 | Address on File  |                           |          |                          |       |            |         |
| Maher, Elise                 |                                 | Address on File  |                           |          |                          |       |            |         |
| Maher, Megan                 |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahgoub, Yousif A.           |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahieu, Amanda N.            |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahomes, Telia R.            |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahoney, Erin M.             |                                 | Address on File  |                           |          |                          |       |            |         |
| Mahoni, Kosema               |                                 | Address on File  |                           |          |                          |       |            |         |
| Mai, Richard                 |                                 | Address on File  |                           |          |                          |       |            |         |
| Maia Barnett                 |                                 | Address on File  |                           |          |                          |       |            |         |
| Maietta, Aria                |                                 | Address on File  |                           |          |                          |       |            |         |
| Mailgun Technologies         |                                 | 21750 Hardy Oak Blvd Ste 104<br>#43099                             |                           |          | San Antonio              | TX    | 78258      |         |
| Mainard OConnell, Kathryn M. |                                 | Address on File  |                           |          |                          |       |            |         |
| Maine Attorney General       | Attn Bankruptcy Department      | 6 State House Station  |                           |          | Augusta                  | ME    | 04333      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName | Address1                                  | Address2                                  | Address3      | City           | State | Zip        | Country |
|-------------------------------------|--------------------|---|---|---------------|----------------|-------|------------|---------|
| Maine Office of the State Treasurer | Unclaimed Property | 39 State House Station                    | Burton M Cross Office Building, 3rd Floor | 111 Sewall St | Augusta        | ME    | 04333-0039 |         |
| Maine State Treasurer               |                    | PO Box 1065                               |   |               | Augusta        | ME    | 04332      |         |
| Mains, Jason                        |                    | Address on File                           |   |               |                |       |            |         |
| Majetitsch, Anthony J.              |                    | Address on File                           |   |               |                |       |            |         |
| Majorczak, Jennifer M.              |                    | Address on File                           |   |               |                |       |            |         |
| Mak, Natalie                        |                    | Address on File                           |   |               |                |       |            |         |
| Makdsi, Thaer                       |                    | Address on File                           |   |               |                |       |            |         |
| Makell Sr., Xavier                  |                    | Address on File                           |   |               |                |       |            |         |
| Maker Collaborative LLC             |                    | 5777 W. Century Blvd                      | Suite 1630                                |               | Los Angeles    | CA    | 90045      |         |
| Maki, Alethea R.                    |                    | Address on File                           |   |               |                |       |            |         |
| Malcolm, Madison M.                 |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Alberto                  |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Andrea                   |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Diego V.                 |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Kaila E.                 |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Karina                   |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Luis E.                  |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Maria Jose               |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Nelson                   |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado, Nydia                    |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado-Alarcon, Javier           |                    | Address on File                           |   |               |                |       |            |         |
| Maldonado-Gonzalez, Jason           |                    | Address on File                           |   |               |                |       |            |         |
| Malech, Kimberly L.                 |                    | Address on File                           |   |               |                |       |            |         |
| Malhotra, Satish                    |                    | Address on File                           |   |               |                |       |            |         |
| Malick, Kelley                      |                    | Address on File                           |   |               |                |       |            |         |
| Malinda Pitts                       |                    | Address on File                           |   |               |                |       |            |         |
| Mall At Northshore LLC,             |                    | 225 W. Washington Street                  |   |               | Indianapolis   | IN    | 46204      |         |
| Mallard, Stayee                     |                    | Address on File                           |   |               |                |       |            |         |
| Mallett, Jake W.                    |                    | Address on File                           |   |               |                |       |            |         |
| Malling, Karen S.                   |                    | Address on File                           |   |               |                |       |            |         |
| Mallon, Amelia                      |                    | Address on File                           |   |               |                |       |            |         |
| Mallory Burt                        |                    | Address on File                           |   |               |                |       |            |         |
| Mallory Gregoire Myers              |                    | Address on File                           |   |               |                |       |            |         |
| Malo, Kathryn N.                    |                    | Address on File                           |   |               |                |       |            |         |
| Maltese, Jackelyn                   |                    | Address on File                           |   |               |                |       |            |         |
| MALZINE CO., LTD.                   |                    | 79-6 Chao-an Lane Chao-an Li,Lukang Town, |   |               | Changhua Hsien |       | 50545      | Taiwan  |
| Manchester, Zoe                     |                    | Address on File                           |   |               |                |       |            |         |
| Mandala-ORourke, Jenny              |                    | Address on File                           |   |               |                |       |            |         |
| Mandoli, Crystal-Gayle J.           |                    | Address on File                           |   |               |                |       |            |         |
| Mandroc, Jason T.                   |                    | Address on File                           |   |               |                |       |            |         |
| Mangal, Hasan                       |                    | Address on File                           |   |               |                |       |            |         |
| Mangar, Yadram                      |                    | Address on File                           |   |               |                |       |            |         |
| Mangona, Dante M.                   |                    | Address on File                           |   |               |                |       |            |         |
| Manhattan Associates, Inc.          |                    | 2300 Windy Ridge Pkwy                     | 10th Floor                                |               | Atlanta        | GA    | 30339      |         |
| Manin, Mitchell A.                  |                    | Address on File                           |   |               |                |       |            |         |
| MANIVONE PHIAVONG                   |                    | Address on File                           |   |               |                |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName          | Address1                       | Address2  | Address3 | City           | State | Zip   | Country |
|--------------------------------|-----------------------------|--------------------------------|-----------|----------|----------------|-------|-------|---------|
| Manley, Kaitlin                |                             | Address on File                |           |          |                |       |       |         |
| Manley, Sara                   |                             | Address on File                |           |          |                |       |       |         |
| Mann, Alliya                   |                             | Address on File                |           |          |                |       |       |         |
| Mann, Joshua A.                |                             | Address on File                |           |          |                |       |       |         |
| Manning Jr., Kevin D.          |                             | Address on File                |           |          |                |       |       |         |
| Manning, Amelia                |                             | Address on File                |           |          |                |       |       |         |
| Manning, Deven                 |                             | Address on File                |           |          |                |       |       |         |
| Manning, Jacquelyn E.          |                             | Address on File                |           |          |                |       |       |         |
| Manning, Jasmine               |                             | Address on File                |           |          |                |       |       |         |
| Mansbach, Carol K.             |                             | Address on File                |           |          |                |       |       |         |
| Mansi Patney                   |                             | Address on File                |           |          |                |       |       |         |
| Mansouri, Ruba                 |                             | Address on File                |           |          |                |       |       |         |
| Mantrala, Srikrishnapriya      |                             | Address on File                |           |          |                |       |       |         |
| Manuel, Kenya S.               |                             | Address on File                |           |          |                |       |       |         |
| Manuel, Mary Ann               |                             | Address on File                |           |          |                |       |       |         |
| Manville, Peter                |                             | Address on File                |           |          |                |       |       |         |
| Manychat, Inc.                 |                             | 450 Lexington Avenue           | 4th Floor |          | New York       | NY    | 10017 |         |
| Maped Helix USA Inc.           |                             | 400 West Lake Street Suite 318 |           |          | Roselle        | IL    | 60172 |         |
| MAPED-HELIX                    |                             | 303 East Army Trail Road       | Suite 303 |          | Bloomington    | IL    | 60108 |         |
| Maplebear, Inc dba Instacart   | Instacart                   | PO Box 7263                    |           |          | San Francisco  | CA    | 94120 |         |
| MapQuest Service Holdings, LLC |                             | 4235 Redwood Ave               |           |          | Marina Del Rey | CA    | 90066 |         |
| Marabello, Jordan              |                             | Address on File                |           |          |                |       |       |         |
| Maragh, Demesha                |                             | Address on File                |           |          |                |       |       |         |
| Maravilla, Nona M.             |                             | Address on File                |           |          |                |       |       |         |
| Marazio, John                  |                             | Address on File                |           |          |                |       |       |         |
| Marcella Moore                 |                             | Address on File                |           |          |                |       |       |         |
| Marchello, Susan C.            |                             | Address on File                |           |          |                |       |       |         |
| Marcia Espinosa                |                             | Address on File                |           |          |                |       |       |         |
| Marcia Sotelo                  |                             | Address on File                |           |          |                |       |       |         |
| Marcinik - DNU, Nicholas - DNU |                             | Address on File                |           |          |                |       |       |         |
| Marcinik, Nicholas             |                             | Address on File                |           |          |                |       |       |         |
| Marcos Reillo                  |                             | Address on File                |           |          |                |       |       |         |
| Marcus, Janice E.              |                             | Address on File                |           |          |                |       |       |         |
| Maren Keyt                     |                             | Address on File                |           |          |                |       |       |         |
| Maresca, Elizabeth             |                             | Address on File                |           |          |                |       |       |         |
| Marfori, Estelle J.            |                             | Address on File                |           |          |                |       |       |         |
| Margaret Wittman               | dba Organized Approach, LLC | Address on File                |           |          |                |       |       |         |
| Margot Andrade                 |                             | Address on File                |           |          |                |       |       |         |
| MARGOT ELYSE BERCY             |                             | Address on File                |           |          |                |       |       |         |
| Maria Carter                   |                             | Address on File                |           |          |                |       |       |         |
| Maria Caruso                   |                             | Address on File                |           |          |                |       |       |         |
| MARIA DEAN                     |                             | Address on File                |           |          |                |       |       |         |
| Maria Del Cueto                |                             | Address on File                |           |          |                |       |       |         |
| Maria Guevara                  |                             | Address on File                |           |          |                |       |       |         |
| MARIA S HINOJOSA               |                             | Address on File                |           |          |                |       |       |         |
| MARIA TERESA HITT              |                             | Address on File                |           |          |                |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName      | Address1                  | Address2  | Address3 | City           | State | Zip        | Country |
|---|-------------------------|---------------------------|-----------|----------|----------------|-------|------------|---------|
| MARIA WILLIAMS                                |                         | Address on File           |           |          |                |       |            |         |
| Mariano, Criselle                             |                         | Address on File           |           |          |                |       |            |         |
| Mariano, Evelin                               |                         | Address on File           |           |          |                |       |            |         |
| Maricopa County Treasurer                     |                         | PO Box 52133              |           |          | Phoenix        | AZ    | 85072-2133 |         |
| Marie Chiarito                                | Peppers Construction    | Address on File           |           |          |                |       |            |         |
| Marie Jackson dba Organized Marie             |                         | Address on File           |           |          |                |       |            |         |
| Marin County Tax Collector                    | Civic Center            | PO Box 4220 Rm. 202       |           |          | San Rafael     | CA    | 94913-4220 |         |
| Marin County Tax Collector                    |                         | PO Box 4220 Rm. 202       |           |          | San Rafael     | CA    | 94913-4220 |         |
| Marin Municipal Water District                |                         | 220 Nellen Avenue         |           |          | Corte Madera   | CA    | 94925-1105 |         |
| Marina Vedani                                 |                         | Address on File           |           |          |                |       |            |         |
| Marine, Mary                                  |                         | Address on File           |           |          |                |       |            |         |
| Marino, Nicholas J.                           |                         | Address on File           |           |          |                |       |            |         |
| Marino, Taylor                                |                         | Address on File           |           |          |                |       |            |         |
| Marion County Treasurer                       |                         | PO Box 6145               |           |          | Indianapolis   | IN    | 46206-6145 |         |
| MARION ENTWISLE                               |                         | Address on File           |           |          |                |       |            |         |
| MARIPOSA                                      |                         | 5 Elm Street              |           |          | Manchester     | MA    | 01944      |         |
| Maris Stella Ostrewich                        |                         | Address on File           |           |          |                |       |            |         |
| Marisa A Smith dba MACMOMORGANIZING, LLC      |                         | Address on File           |           |          |                |       |            |         |
| Mariscal, Cynthia                             |                         | Address on File           |           |          |                |       |            |         |
| Mariscal, Weeks, McIntyre & Friedlander, P.A. | David L. Lansky, Esq.   | 2901 North Central Avenue | Suite 200 |          | Phoenix        | AZ    | 85012      |         |
| Marisco, Marcus                               |                         | Address on File           |           |          |                |       |            |         |
| Marit Sprenger dba Sprenger Organizing Svcs   |                         | Address on File           |           |          |                |       |            |         |
| MARK BEIMFORD                                 |                         | Address on File           |           |          |                |       |            |         |
| Mark IV Transportation & Logistics            |                         | 82 John Miller Way        |           |          | Kearny         | NJ    | 07032      |         |
| MARK K OLSON                                  |                         | Address on File           |           |          |                |       |            |         |
| Mark Laurange                                 |                         | Address on File           |           |          |                |       |            |         |
| Mark Neigut                                   |                         | Address on File           |           |          |                |       |            |         |
| Mark Neigut                                   |                         | Address on File           |           |          |                |       |            |         |
| Mark Rasberry                                 |                         | Address on File           |           |          |                |       |            |         |
| Mark Smith                                    |                         | Address on File           |           |          |                |       |            |         |
| Market Common Apartment Retail, LLC           | c/o Regency Centers, LP | P. O. Box 644031          |           |          | Pittsburgh     | PA    | 15264-4031 |         |
| Market Common Apartment Retail, LLC           |                         | 400 Harvard Ave. East     | Unit 306  |          | Seattle        | WA    | 98102      |         |
| MarketDial, Inc                               |                         | 90 S 400 W                | Suite 700 |          | Salt Lake City | UT    | 84101      |         |
| Marks, Gary J.                                |                         | Address on File           |           |          |                |       |            |         |
| Marks, Jireh J.                               |                         | Address on File           |           |          |                |       |            |         |
| Marks, Jodi                                   |                         | Address on File           |           |          |                |       |            |         |
| Marks, Mary P.                                |                         | Address on File           |           |          |                |       |            |         |
| Marleena Ross                                 |                         | Address on File           |           |          |                |       |            |         |
| Marley, Pamala A.                             |                         | Address on File           |           |          |                |       |            |         |
| MARLEYS MONSTERS                              |                         | 2101 W. 10th Ave          |           |          | Eugene         | OR    | 97402      |         |
| Marleys Monsters LLC                          |                         | 2101 W 10th Ave.          |           |          | Eugene         | OR    | 97402      |         |
| Marli Ulmann                                  |                         | Address on File           |           |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName | Address1                               | Address2   | Address3 | City      | State | Zip     | Country |
|------------------------------------|--------------------|--|------------|----------|-----------|-------|---------|---------|
| Marlite Inc.                       |                    | PO Box 842223                          |            |          | Boston    | MA    | 02284   |         |
| Marna Inc.                         |                    | 1-3-15, Higashi-komagata,<br>Sumida-ku |            |          | Tokyo     |       | 1300005 | Japan   |
| Marnie Gunnerson                   |                    | Address on File                        |            |          |           |       |         |         |
| Marpe, Tory A.                     |                    | Address on File                        |            |          |           |       |         |         |
| Marques, Ethan L.                  |                    | Address on File                        |            |          |           |       |         |         |
| Marquez, Christian                 |                    | Address on File                        |            |          |           |       |         |         |
| Marquez, Marc A.                   |                    | Address on File                        |            |          |           |       |         |         |
| Marquez, Roxana                    |                    | Address on File                        |            |          |           |       |         |         |
| Marquez, Ruby G.                   |                    | Address on File                        |            |          |           |       |         |         |
| Marquis, Caitlin                   |                    | Address on File                        |            |          |           |       |         |         |
| Marrinan, Jennifer M.              |                    | Address on File                        |            |          |           |       |         |         |
| Marriott, Kaleem M.                |                    | Address on File                        |            |          |           |       |         |         |
| Marrow, Joseph                     |                    | Address on File                        |            |          |           |       |         |         |
| MARSEILLE COSMETICS<br>CORPORATION |                    | 28-07 Jackson Ave                      |            |          | Queens    | NY    | 11101   |         |
| MARSEILLE COSMETICS<br>CORPORATION |                    | 66 Chem. de Sainte-Marthe              |            |          | Marseille |       | 13014   | France  |
| MARSEILLE COSMETICS<br>CORPORATION |                    | 33 West 46th Street, TSE 800           |            |          | New York  | NY    | 10036   |         |
| Marsh and McLennan Agency LLC      | Donnie Doan        | 8144 Walnut Hill Lane                  | 16th Floor |          | Dallas    | TX    | 75231   |         |
| Marsh, Corinne L.                  |                    | Address on File                        |            |          |           |       |         |         |
| Marsh, Morgan N.                   |                    | Address on File                        |            |          |           |       |         |         |
| Marsh, Paige J.                    |                    | Address on File                        |            |          |           |       |         |         |
| Marshall, Emily L.                 |                    | Address on File                        |            |          |           |       |         |         |
| Marshall, Forrest O.               |                    | Address on File                        |            |          |           |       |         |         |
| Marshall, Melissa A.               |                    | Address on File                        |            |          |           |       |         |         |
| Marshall, Reagan                   |                    | Address on File                        |            |          |           |       |         |         |
| Marten Transport Services, Ltd     |                    | 129 Marten St                          |            |          | Mondovi   | WI    | 54755   |         |
| Martha Goodman                     |                    | Address on File                        |            |          |           |       |         |         |
| Martha Kunau                       |                    | Address on File                        |            |          |           |       |         |         |
| MARTHA MOLINE                      |                    | Address on File                        |            |          |           |       |         |         |
| Martha Thomas                      |                    | Address on File                        |            |          |           |       |         |         |
| Martin Casablanca, Emili           |                    | Address on File                        |            |          |           |       |         |         |
| Martin- Howard, Elise A.           |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Aiyanna U.                 |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Austin J.                  |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Brooke                     |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Cydney                     |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Daivon                     |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Dana L.                    |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Jacqueline                 |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Michael                    |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Ricardo                    |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Samantha J.                |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Shorey J.                  |                    | Address on File                        |            |          |           |       |         |         |
| Martin, Susan E.                   |                    | Address on File                        |            |          |           |       |         |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName    | Address1        | Address2               | Address3 | City         | State | Zip   | Country |
|---------------------------------------|-----------------------|-----------------|------------------------|----------|--------------|-------|-------|---------|
| Martin, Tonya M.                      |                       | Address on File |                        |          |              |       |       |         |
| Martin, Zakiyah                       |                       | Address on File |                        |          |              |       |       |         |
| Martinez Garcia, Gustavo              |                       | Address on File |                        |          |              |       |       |         |
| Martinez Godoy, Jesus                 |                       | Address on File |                        |          |              |       |       |         |
| Martinez III, Olga                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez Jr., Alberto                 |                       | Address on File |                        |          |              |       |       |         |
| Martinez Jr., Jose                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez v C Studio Manufacturing QSF |                       | PO Box 23650    |                        |          | Jacksonville | FL    | 32241 |         |
| Martinez, Alexander                   |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Alexandra C.                |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Antonio C.                  |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Ashley Q.                   |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Brenda                      |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Christian                   |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Christine J.                |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Claudia                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Daniel A.                   |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Denisse                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Devon D.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Edmar                       |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Eduardo                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Elida L.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Esteban A.                  |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Gail H.                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Gissell                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Guillermina                 | Jason M. Hatfiled, PA | Lauri Thomas    | 1025 E Done Tyson Pkwy |          | Springdale   | AR    | 72764 |         |
| Martinez, Guillermina                 |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Heidi                       |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Ingrid                      |                       | Address on File |                        |          |              |       |       |         |
| Martinez, John R.                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Laura L.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Lillian                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Lina D.                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Malorie                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Marco A.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Maria M.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Michael                     |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Michael R.                  |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Mida                        |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Orion                       |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Peggy                       |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Priscilla                   |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Ruben                       | Hidden & Breslavsky   | Brent Wheeler   | 4661 W. Pico Blvd      |          | Los Angeles  | CA    | 90019 |         |
| Martinez, Ruben D.                    |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Ryan                        |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Sandra                      |                       | Address on File |                        |          |              |       |       |         |
| Martinez, Selena                      |                       | Address on File |                        |          |              |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName         | Address1                        | Address2   | Address3 | City       | State | Zip        | Country |
|--|----------------------------|---------------------------------|------------|----------|------------|-------|------------|---------|
| Martinez, Victor M.                          |                            | Address on File                 |            |          |            |       |            |         |
| Martinez, Victoria                           |                            | Address on File                 |            |          |            |       |            |         |
| Martone, Alexandra J.                        |                            | Address on File                 |            |          |            |       |            |         |
| Marvin F. Poer and Company                   |                            | PO Box 674300                   |            |          | Dallas     | TX    | 75267      |         |
| MARVIN PRICE                                 |                            | Address on File                 |            |          |            |       |            |         |
| Mary Aimerito                                |                            | Address on File                 |            |          |            |       |            |         |
| MARY B DOUGHERTY MELTON                      |                            | Address on File                 |            |          |            |       |            |         |
| MARY ELIZABETH COOPER                        |                            | Address on File                 |            |          |            |       |            |         |
| MARY FERRANDINO                              |                            | Address on File                 |            |          |            |       |            |         |
| Mary Graham                                  |                            | Address on File                 |            |          |            |       |            |         |
| Mary Irwin                                   |                            | Address on File                 |            |          |            |       |            |         |
| MARY JEAN ERACI                              |                            | Address on File                 |            |          |            |       |            |         |
| Mary Martin                                  |                            | Address on File                 |            |          |            |       |            |         |
| Mary Masri                                   | MM Designs                 | Address on File                 |            |          |            |       |            |         |
| Maryland Attorney General                    | Attn Bankruptcy Department | 200 St. Paul Place              |            |          | Baltimore  | MD    | 21202-2202 |         |
| Maryland Comptroller/Treasury                |                            | PO Box 8888                     |            |          | Anapolis   | MD    | 21401-8888 |         |
| Maryland Comptroller/Treasury                |                            | Revenue Administration Division |            |          | Anapolis   | MD    | 21411-0001 |         |
| Mas y Mas LLC                                |                            | 9720 SW 72 Ave                  |            |          | Miami      | FL    | 33156      |         |
| Mascarenas, Melissa R.                       |                            | Address on File                 |            |          |            |       |            |         |
| Mascorro, Brianna                            |                            | Address on File                 |            |          |            |       |            |         |
| Masek, Abigail E.                            |                            | Address on File                 |            |          |            |       |            |         |
| Masocco, Maurizio                            |                            | Address on File                 |            |          |            |       |            |         |
| Mason, Carrie N.                             |                            | Address on File                 |            |          |            |       |            |         |
| Mason, Shannon L.                            |                            | Address on File                 |            |          |            |       |            |         |
| Massachusetts Attorney General               | Attn Bankruptcy Department | One Ashburton Place             | 20th Floor |          | Boston     | MA    | 02108-1518 |         |
| Massachusetts Department of Revenue          | Bankruptcy Unit            | PO Box 7090                     |            |          | Boston     | MA    | 02204-7090 |         |
| Massachusetts Department of Revenue          |                            | PO Box 7000                     |            |          | Boston     | MA    | 02204      |         |
| Massave, Debra S.                            |                            | Address on File                 |            |          |            |       |            |         |
| Masters, Kylie M.                            |                            | Address on File                 |            |          |            |       |            |         |
| Mastrandrea, Teresa                          |                            | Address on File                 |            |          |            |       |            |         |
| Masuku, Namambo L.                           |                            | Address on File                 |            |          |            |       |            |         |
| Mata, Lynette A.                             |                            | Address on File                 |            |          |            |       |            |         |
| Matador                                      |                            | 1835 38th St. Unit A            |            |          | Boulder    | CO    | 80301      |         |
| Matalon, Kimberly A.                         |                            | Address on File                 |            |          |            |       |            |         |
| Materia Group Corporation                    |                            | 3651 FAU Blvd Suite 200         |            |          | Boca Raton | FL    | 33431      |         |
| MATERIAL                                     |                            | 135 Madison Avenue              | 8th floor  |          | New York   | NY    | 10016      |         |
| Material Technologies Corp DBA Material Bank |                            | 3651 FAU Blvd Suite 200         |            |          | Boca Raton | FL    | 33431      |         |
| Matherson, Jill                              |                            | Address on File                 |            |          |            |       |            |         |
| Mathews, Landry                              |                            | Address on File                 |            |          |            |       |            |         |
| Mathews, Shannon                             |                            | Address on File                 |            |          |            |       |            |         |
| Mathis, Ashley                               |                            | Address on File                 |            |          |            |       |            |         |
| Mathis, Victor D.                            |                            | Address on File                 |            |          |            |       |            |         |
| Matijkiw, Sherri L.                          |                            | Address on File                 |            |          |            |       |            |         |
| Matos, Priscilla                             |                            | Address on File                 |            |          |            |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName             | CreditorNoticeName            | Address1                            | Address2               | Address3 | City            | State | Zip        | Country |
|--------------------------|-------------------------------|-------------------------------------|------------------------|----------|-----------------|-------|------------|---------|
| Matson, Haley E.         |                               | Address on File                     |                        |          |                 |       |            |         |
| Matsumoto, Lauren        |                               | Address on File                     |                        |          |                 |       |            |         |
| Mattear, Chris           |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthew Barrett          |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthews Sr., Devin W.   |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthews, Chadwick C.    |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthews, Christy        |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthews, Varez          |                               | Address on File                     |                        |          |                 |       |            |         |
| Matthis, Chelsey         |                               | Address on File                     |                        |          |                 |       |            |         |
| Maturo, David V.         |                               | Address on File                     |                        |          |                 |       |            |         |
| Matuta ndofula, Moise    |                               | Address on File                     |                        |          |                 |       |            |         |
| Mauldin, Denny           |                               | Address on File                     |                        |          |                 |       |            |         |
| MAUREEN ALEXANDER WRIGHT |                               | Address on File                     |                        |          |                 |       |            |         |
| Maureen Howard LLC       |                               | 40 Village Road                     |                        |          | Florham Park    | NJ    | 07932      |         |
| Maurer, Jonah            |                               | Address on File                     |                        |          |                 |       |            |         |
| Maurer, Kristin          |                               | Address on File                     |                        |          |                 |       |            |         |
| Mauricio, Niccole        |                               | Address on File                     |                        |          |                 |       |            |         |
| Mauro Damico             |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxfield, Peter          |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxsa Innovations        |                               | 8412 Cathedral Forest Drive         |                        |          | Fairfax Station | VA    | 22039      |         |
| Maxwell, Christina E.    |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxwell, Jashae          |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxwell, Kevon D.        |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxwell, Shavon M.       |                               | Address on File                     |                        |          |                 |       |            |         |
| Maxwell, Tammy A.        |                               | Address on File                     |                        |          |                 |       |            |         |
| May, Anne Lindsey        |                               | Address on File                     |                        |          |                 |       |            |         |
| May, Dina                |                               | Address on File                     |                        |          |                 |       |            |         |
| May, Ebony               |                               | Address on File                     |                        |          |                 |       |            |         |
| May, Keith L.            |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayam Organizer LLC      |                               | 620 NE 52nd Street                  |                        |          | Miami           | FL    | 33137      |         |
| Mayer, Jody P.           |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayes, Jennifer          |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayfair Mall             | Attn General Manager          | 2500 North Mayfair Road             |                        |          | Wauwatosa       | WI    | 53226      |         |
| Mayfair Mall Newco, LLC  |                               | P.O. Box 772816                     |                        |          | Chicago         | IL    | 60677      |         |
| Mayfair Mall, LLC        | Attn Law/Lease Administration | c/o General Growth Properties, Inc. | 110 North Wacker Drive |          | Chicago         | IL    | 60606      |         |
| Mayfair Mall, LLC        | Mayfair                       | PO Box 772816                       |                        |          | Chicago         | IL    | 60677-2816 |         |
| Maynard Cooper & Gale    |                               | 1901 6th Avenue North               | Suite 1700             |          | Birmingham      | AL    | 35203      |         |
| Mayner, Lily C.          |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayo, Tiara              |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayorga, George          |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayra Wolcott            |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayra Wolcott            |                               | Address on File                     |                        |          |                 |       |            |         |
| Mays, Lewa N.            |                               | Address on File                     |                        |          |                 |       |            |         |
| Mays, Samantha           |                               | Address on File                     |                        |          |                 |       |            |         |
| Mayton, Brian            |                               | Address on File                     |                        |          |                 |       |            |         |
| Mazariegos, Mynor        |                               | Address on File                     |                        |          |                 |       |            |         |
| Mazur, Richard F.        |                               | Address on File                     |                        |          |                 |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName            | CreditorNoticeName | Address1            | Address2       | Address3 | City          | State | Zip   | Country |
|-------------------------|--------------------|---------------------|----------------|----------|---------------|-------|-------|---------|
| Mazza, Christine A.     |                    | Address on File     |                |          |               |       |       |         |
| Mazzola, Jill           |                    | Address on File     |                |          |               |       |       |         |
| MB Financial Bank, N.A. |                    | 6111 North River Rd |                |          | Rosemont      | IL    | 60018 |         |
| MBI, Inc.               |                    | 1200 Abernathy Rd.  | NE Suite 1600  |          | Atlanta       | GA    | 30328 |         |
| McAdam, Marie E.        |                    | Address on File     |                |          |               |       |       |         |
| McAlister, Taylor M.    |                    | Address on File     |                |          |               |       |       |         |
| McAllister, Barbara J.  |                    | Address on File     |                |          |               |       |       |         |
| McAllister, Imani T.    |                    | Address on File     |                |          |               |       |       |         |
| McAllister, Miranda M.  |                    | Address on File     |                |          |               |       |       |         |
| McAloon, Sean K.        |                    | Address on File     |                |          |               |       |       |         |
| McAlvey, Julie A.       |                    | Address on File     |                |          |               |       |       |         |
| McArthur, Zachary       |                    | Address on File     |                |          |               |       |       |         |
| MCB Global Inc          |                    | 2315 Whirlpool St   | Suite 887      |          | Niagara Falls | NY    | 14305 |         |
| MCB GLOBAL INC.         |                    | 4498 Main Street    | Suite 4, #1429 |          | Buffalo       | NY    | 14226 |         |
| McBride, Michael        |                    | Address on File     |                |          |               |       |       |         |
| McCabe, Alyssa          |                    | Address on File     |                |          |               |       |       |         |
| McCallister, Donald K.  |                    | Address on File     |                |          |               |       |       |         |
| Mccallum, Gabriel D.    |                    | Address on File     |                |          |               |       |       |         |
| McCarron, Kimberly A.   |                    | Address on File     |                |          |               |       |       |         |
| McCarthy, James P.      |                    | Address on File     |                |          |               |       |       |         |
| McCarthy, Patricia      |                    | Address on File     |                |          |               |       |       |         |
| McCaslin, John W.       |                    | Address on File     |                |          |               |       |       |         |
| McCaul, Leah M.         |                    | Address on File     |                |          |               |       |       |         |
| McCaul, Margo M.        |                    | Address on File     |                |          |               |       |       |         |
| Mccauley, Kacy          |                    | Address on File     |                |          |               |       |       |         |
| McClain, Emani J.       |                    | Address on File     |                |          |               |       |       |         |
| McClain, Myeai K.       |                    | Address on File     |                |          |               |       |       |         |
| McClain, Nasya S.       |                    | Address on File     |                |          |               |       |       |         |
| McClary, Devon          |                    | Address on File     |                |          |               |       |       |         |
| McClean, Kimmie N.      |                    | Address on File     |                |          |               |       |       |         |
| McCleary, Makenzie      |                    | Address on File     |                |          |               |       |       |         |
| McClelland, Matthew J.  |                    | Address on File     |                |          |               |       |       |         |
| McClendon, Thomas E.    |                    | Address on File     |                |          |               |       |       |         |
| McClure, Gordon E.      |                    | Address on File     |                |          |               |       |       |         |
| McClure, Kalika B.      |                    | Address on File     |                |          |               |       |       |         |
| McCollum, Wendy W.      |                    | Address on File     |                |          |               |       |       |         |
| McCom Inc dba US Net    |                    | PO Box 536329       |                |          | Grand Prairie | TX    | 75063 |         |
| McCook, Theresa         |                    | Address on File     |                |          |               |       |       |         |
| McCord, Brittany        |                    | Address on File     |                |          |               |       |       |         |
| McCormack, Angela M.    |                    | Address on File     |                |          |               |       |       |         |
| McCormick, Rachel S.    |                    | Address on File     |                |          |               |       |       |         |
| McCormick, Reilly       |                    | Address on File     |                |          |               |       |       |         |
| McCown, Elizabeth       |                    | Address on File     |                |          |               |       |       |         |
| McCoy Neal, Felis L.    |                    | Address on File     |                |          |               |       |       |         |
| McCoy, April            |                    | Address on File     |                |          |               |       |       |         |
| McCoy, Ashton           |                    | Address on File     |                |          |               |       |       |         |
| Mccoy, Donald W.        |                    | Address on File     |                |          |               |       |       |         |
| McCoy, Gavin J.         |                    | Address on File     |                |          |               |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName           | CreditorNoticeName | Address1        | Address2 | Address3 | City    | State | Zip   | Country |
|------------------------|--------------------|-----------------|----------|----------|---------|-------|-------|---------|
| McCoy, JonBenet        |                    | Address on File |          |          |         |       |       |         |
| McCoy, Michael         |                    | Address on File |          |          |         |       |       |         |
| McCoy, Michael E.      |                    | Address on File |          |          |         |       |       |         |
| McCoy, Molly E.        |                    | Address on File |          |          |         |       |       |         |
| McCracken, Jack        |                    | Address on File |          |          |         |       |       |         |
| McCrackin, Stacy L.    |                    | Address on File |          |          |         |       |       |         |
| McCray, Amber E.       |                    | Address on File |          |          |         |       |       |         |
| McCray, Jordon         |                    | Address on File |          |          |         |       |       |         |
| McCray, Shirley M.     |                    | Address on File |          |          |         |       |       |         |
| McCue Corporation      |                    | 125 Water St    |          |          | Danvers | MA    | 01923 |         |
| Mccullah, Alexis       |                    | Address on File |          |          |         |       |       |         |
| McCulloch, Ian M.      |                    | Address on File |          |          |         |       |       |         |
| McCullough, April D.   |                    | Address on File |          |          |         |       |       |         |
| Mccullough, Stefin K.  |                    | Address on File |          |          |         |       |       |         |
| McDaniel, Kristina V.  |                    | Address on File |          |          |         |       |       |         |
| McDermett, Clara M.    |                    | Address on File |          |          |         |       |       |         |
| McDermott, Patricia    |                    | Address on File |          |          |         |       |       |         |
| McDonald, Aldrin       |                    | Address on File |          |          |         |       |       |         |
| McDonald, Brian S.     |                    | Address on File |          |          |         |       |       |         |
| McDonald, Nick         |                    | Address on File |          |          |         |       |       |         |
| McDonald, Zoe E.       |                    | Address on File |          |          |         |       |       |         |
| McDonough, Barbara A.  |                    | Address on File |          |          |         |       |       |         |
| McDonough, Connor P.   |                    | Address on File |          |          |         |       |       |         |
| McDowall, Nastassia C. |                    | Address on File |          |          |         |       |       |         |
| McDowell, Kaci         |                    | Address on File |          |          |         |       |       |         |
| McDowell, Karla E.     |                    | Address on File |          |          |         |       |       |         |
| McEachen, Kaitlin E.   |                    | Address on File |          |          |         |       |       |         |
| McEwen, Megan          |                    | Address on File |          |          |         |       |       |         |
| McFadden, Duncan       |                    | Address on File |          |          |         |       |       |         |
| McFall, Sarah          |                    | Address on File |          |          |         |       |       |         |
| McFarland, Kelsey      |                    | Address on File |          |          |         |       |       |         |
| McFarlane, Kierra      |                    | Address on File |          |          |         |       |       |         |
| McGarity, Sonjya J.    |                    | Address on File |          |          |         |       |       |         |
| McGarry, Carolyn D.    |                    | Address on File |          |          |         |       |       |         |
| McGee, Elizabeth L.    |                    | Address on File |          |          |         |       |       |         |
| McGee, John N.         |                    | Address on File |          |          |         |       |       |         |
| McGee, Julia           |                    | Address on File |          |          |         |       |       |         |
| McGee, Kierra J.       |                    | Address on File |          |          |         |       |       |         |
| McGee, LaShae          |                    | Address on File |          |          |         |       |       |         |
| McGinnis, Kyle D.      |                    | Address on File |          |          |         |       |       |         |
| McGirt, Sally A.       |                    | Address on File |          |          |         |       |       |         |
| McGowan, Christina     |                    | Address on File |          |          |         |       |       |         |
| McGrath, Daniel D.     |                    | Address on File |          |          |         |       |       |         |
| McGrath, Kathleen      |                    | Address on File |          |          |         |       |       |         |
| McGrath, Morgan C.     |                    | Address on File |          |          |         |       |       |         |
| McGraw, Polly L.       |                    | Address on File |          |          |         |       |       |         |
| Mcgregory, Keyehla     |                    | Address on File |          |          |         |       |       |         |
| McGrew II, Jeffrey L.  |                    | Address on File |          |          |         |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName               | CreditorNoticeName | Address1              | Address2 | Address3 | City     | State | Zip        | Country |
|----------------------------|--------------------|-----------------------|----------|----------|----------|-------|------------|---------|
| McGuire, Krystal M.        |                    | Address on File       |          |          |          |       |            |         |
| McGuire, Rory              |                    | Address on File       |          |          |          |       |            |         |
| McHenry, Barbara E.        |                    | Address on File       |          |          |          |       |            |         |
| McKee, Samantha A.         |                    | Address on File       |          |          |          |       |            |         |
| McKennan, Barbara          |                    | Address on File       |          |          |          |       |            |         |
| McKennan, David E.         |                    | Address on File       |          |          |          |       |            |         |
| McKenzie, Jomel N.         |                    | Address on File       |          |          |          |       |            |         |
| McKenzie, Karen            |                    | Address on File       |          |          |          |       |            |         |
| McKenzie, Kristy J.        |                    | Address on File       |          |          |          |       |            |         |
| McKiernan, Kevin           |                    | Address on File       |          |          |          |       |            |         |
| McKinnon, Rhea             |                    | Address on File       |          |          |          |       |            |         |
| McKisset, Sequita R.       |                    | Address on File       |          |          |          |       |            |         |
| McKissick, Kris            |                    | Address on File       |          |          |          |       |            |         |
| McKnight, Kadin            |                    | Address on File       |          |          |          |       |            |         |
| McKnight-Richman, Titus T. |                    | Address on File       |          |          |          |       |            |         |
| McLandrich, Meri Lynn      |                    | Address on File       |          |          |          |       |            |         |
| McLane, Pamela             |                    | Address on File       |          |          |          |       |            |         |
| McLarty, Marlana A.        |                    | Address on File       |          |          |          |       |            |         |
| McLaughlin, Matthew T.     |                    | Address on File       |          |          |          |       |            |         |
| McLaughlin, Russell        |                    | Address on File       |          |          |          |       |            |         |
| McLaughlin, Tamara M.      |                    | Address on File       |          |          |          |       |            |         |
| McLaughlin, TNiyah D.      |                    | Address on File       |          |          |          |       |            |         |
| McLean, Jabril             |                    | Address on File       |          |          |          |       |            |         |
| McLoone, Tracey A.         |                    | Address on File       |          |          |          |       |            |         |
| McManus, Gerald E.         |                    | Address on File       |          |          |          |       |            |         |
| McManus, Michael           |                    | Address on File       |          |          |          |       |            |         |
| Mc-Master Carr Supply Co   |                    | PO BOX 7690           |          |          | CHICAGO  | IL    | 60680-7690 |         |
| McMaster-Carr              |                    | 600 N. County Line Rd |          |          | Elmhurst | IL    | 60124      |         |
| McMeekin, Amy M.           |                    | Address on File       |          |          |          |       |            |         |
| McMillan Jr., William W.   |                    | Address on File       |          |          |          |       |            |         |
| McMillan, Billy P.         |                    | Address on File       |          |          |          |       |            |         |
| McMillian, Cherrelle D.    |                    | Address on File       |          |          |          |       |            |         |
| McNamara, Joanne A.        |                    | Address on File       |          |          |          |       |            |         |
| McNary, Antoine G.         |                    | Address on File       |          |          |          |       |            |         |
| McNaughton Incorporated    |                    | 10700 Highway 55 #260 |          |          | Plymouth | MN    | 55441      |         |
| McNeal, RaJanee            |                    | Address on File       |          |          |          |       |            |         |
| McNeese, Danielle          |                    | Address on File       |          |          |          |       |            |         |
| McNeil, Christian D.       |                    | Address on File       |          |          |          |       |            |         |
| McNeil, Jerome             |                    | Address on File       |          |          |          |       |            |         |
| McNeill, Pamela S.         |                    | Address on File       |          |          |          |       |            |         |
| McNichol, Deena R.         |                    | Address on File       |          |          |          |       |            |         |
| McNicholas, Brian S.       |                    | Address on File       |          |          |          |       |            |         |
| McNiel, John               |                    | Address on File       |          |          |          |       |            |         |
| McNulty-Lowe, Amy L.       |                    | Address on File       |          |          |          |       |            |         |
| McPhail, Mark A.           |                    | Address on File       |          |          |          |       |            |         |
| McPherson-Butcher, Briana  |                    | Address on File       |          |          |          |       |            |         |
| McQuigg, Rutter P.         |                    | Address on File       |          |          |          |       |            |         |
| McRae, Jessica             |                    | Address on File       |          |          |          |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName | Address1                               | Address2  | Address3 | City             | State | Zip        | Country |
|----------------------------------|--------------------|--|---|----------|------------------|-------|------------|---------|
| McRaith, Katelin A.              |                    | Address on File                        |   |          |                  |       |            |         |
| MCS INDUSTRIES, INC.             |                    | 2280 NEWLINS MILL RD                   |   |          | EASTON           | PA    | 18045-7813 |         |
| MCS Industries, Inc.             |                    | PO Box 677547                          |   |          | Dallas           | TX    | 75267      |         |
| McTavish, Ximena                 |                    | Address on File                        |   |          |                  |       |            |         |
| McVadon, Meredith R.             |                    | Address on File                        |   |          |                  |       |            |         |
| McVeigh, Jeffrey T.              |                    | Address on File                        |   |          |                  |       |            |         |
| McVey, Jack                      |                    | Address on File                        |   |          |                  |       |            |         |
| McWayne, Brandon A.              |                    | Address on File                        |   |          |                  |       |            |         |
| McZick, Rachael                  |                    | Address on File                        |   |          |                  |       |            |         |
| MDI Worldwide                    |                    | PO Box 576                             |   |          | Farmington       | MI    | 48332-0576 |         |
| Me & My BIG Ideas                |                    | 17777 Newhope St                       |   |          | Fountain Valley  | CA    | 92708      |         |
| Meade, Brittany                  |                    | Address on File                        |   |          |                  |       |            |         |
| Meador, Erika P.                 |                    | Address on File                        |   |          |                  |       |            |         |
| Meadows, Charles W.              |                    | Address on File                        |   |          |                  |       |            |         |
| Means, Randi J.                  |                    | Address on File                        |   |          |                  |       |            |         |
| Mecklenburg County Tax Collector |                    | PO Box 71063                           |   |          | Charlotte        | NC    | 28272-1063 |         |
| Medallia Inc.                    |                    | Dept CH 16692                          |   |          | Palatine         | IL    | 60055-6692 |         |
| Medearis, Nicholas J.            |                    | Address on File                        |   |          |                  |       |            |         |
| Medeiros, Taja                   |                    | Address on File                        |   |          |                  |       |            |         |
| Medellin, Joel                   |                    | Address on File                        |   |          |                  |       |            |         |
| Medfu, Roma M.                   |                    | Address on File                        |   |          |                  |       |            |         |
| Media Partners Corporation       |                    | 11400 SE 8th Street                    | Suite 360   |          | Bellevue         | WA    | 98004      |         |
| Mediant Communications, Inc.     |                    | P.O. Box 29976                         |   |          | New York         | NY    | 10087-9976 |         |
| Medina Carrillo, Ruben G.        |                    | Address on File                        |   |          |                  |       |            |         |
| Medina, Adrian D.                |                    | Address on File                        |   |          |                  |       |            |         |
| Medina, George                   |                    | Address on File                        |   |          |                  |       |            |         |
| Medina, Giovanna                 |                    | Address on File                        |   |          |                  |       |            |         |
| Medina, Tristan                  |                    | Address on File                        |   |          |                  |       |            |         |
| Medlock, Avis M.                 |                    | Address on File                        |   |          |                  |       |            |         |
| Medrano, Daisy                   |                    | Address on File                        |   |          |                  |       |            |         |
| Medrano, Jazmine                 |                    | Address on File                        |   |          |                  |       |            |         |
| Meeks, Cale P.                   |                    | Address on File                        |   |          |                  |       |            |         |
| Meg Garcia LLC                   |                    | 907 B Avenue                           |   |          | West Columbia    | SC    | 29169      |         |
| MEGA CASA INC                    |                    | XINGHUANG INDUSTRY<br>DEVELOPING ZONE, | SIQIAN<br>TOWN,XINHUI,JIANGMEN<br>CITY, GUANGDONG | Jiangmen | Guangdong        |       | 529159     | China   |
| Mega Casa Inc.                   |                    | 18003 Cortney Court                    |   |          | City of Industry | CA    | 91748      |         |
| MEGAN AVILA                      |                    | Address on File                        |   |          |                  |       |            |         |
| Megan Renee Mangione             |                    | Address on File                        |   |          |                  |       |            |         |
| Megan Toumanios                  |                    | Address on File                        |   |          |                  |       |            |         |
| Meghan Richardson                |                    | Address on File                        |   |          |                  |       |            |         |
| Meghan Vidal                     |                    | Address on File                        |   |          |                  |       |            |         |
| Mehall, Casey                    |                    | Address on File                        |   |          |                  |       |            |         |
| Mehdizadeh, Karina               |                    | Address on File                        |   |          |                  |       |            |         |
| Mehl IV, Hugo F.                 |                    | Address on File                        |   |          |                  |       |            |         |
| Mehmood, Sabeen                  |                    | Address on File                        |   |          |                  |       |            |         |
| Mehta, Alicia                    |                    | Address on File                        |   |          |                  |       |            |         |
| Mehta, Pretty                    |                    | Address on File                        |   |          |                  |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1                 | Address2 | Address3 | City       | State | Zip        | Country |
|--|--------------------|--------------------------|----------|----------|------------|-------|------------|---------|
| Mehta, Tushar M.                         |                    | Address on File          |          |          |            |       |            |         |
| Meiczinger, Zachary                      |                    | Address on File          |          |          |            |       |            |         |
| Meier, Erica L.                          |                    | Address on File          |          |          |            |       |            |         |
| Meier, Jordan                            |                    | Address on File          |          |          |            |       |            |         |
| Meier, Thomas L.                         |                    | Address on File          |          |          |            |       |            |         |
| Meintjes, Rachel L.                      |                    | Address on File          |          |          |            |       |            |         |
| Mejia Gomez, Omar                        |                    | Address on File          |          |          |            |       |            |         |
| Mejia, Fatima G.                         |                    | Address on File          |          |          |            |       |            |         |
| Mejia, Jennifer                          |                    | Address on File          |          |          |            |       |            |         |
| MELA ARTISANS, INC.                      |                    | 140 NW 16th Street       |          |          | Boca Raton | FL    | 33432      |         |
| Melanie Murphy Voice Overs               |                    | 1015 Staffordshire Drive |          |          | Carrollton | TX    | 75007      |         |
| MELANIE RAINEY                           |                    | Address on File          |          |          |            |       |            |         |
| Melcher, Brittany                        |                    | Address on File          |          |          |            |       |            |         |
| Melendez Armendariz, Aileen G.           |                    | Address on File          |          |          |            |       |            |         |
| Melendez Orpinel, Cecilia                |                    | Address on File          |          |          |            |       |            |         |
| Melendez, Javier                         |                    | Address on File          |          |          |            |       |            |         |
| Melgosa, Leslie E.                       |                    | Address on File          |          |          |            |       |            |         |
| Melgoza, Ivan                            |                    | Address on File          |          |          |            |       |            |         |
| Melillo Jr., Anthony                     |                    | Address on File          |          |          |            |       |            |         |
| Melinetskiy, Alex                        |                    | Address on File          |          |          |            |       |            |         |
| Melink Corporation                       |                    | 5140 River Valley Road   |          |          | Milford    | OH    | 45150      |         |
| Melissa Canter                           |                    | Address on File          |          |          |            |       |            |         |
| MELISSA COLLINS                          |                    | Address on File          |          |          |            |       |            |         |
| Melissa Contreras                        |                    | Address on File          |          |          |            |       |            |         |
| Melissa Konrad                           |                    | Address on File          |          |          |            |       |            |         |
| Melissa Norton                           |                    | Address on File          |          |          |            |       |            |         |
| Melissa Porter LLC                       |                    | Address on File          |          |          |            |       |            |         |
| Mellor, Allison                          |                    | Address on File          |          |          |            |       |            |         |
| Melo, Claudia C.                         |                    | Address on File          |          |          |            |       |            |         |
| Melton Jr., Roger                        |                    | Address on File          |          |          |            |       |            |         |
| Melton, Laquon                           |                    | Address on File          |          |          |            |       |            |         |
| Melton, Samantha                         |                    | Address on File          |          |          |            |       |            |         |
| Meltwater News US Inc                    |                    | Dept LA 23721            |          |          | Pasadena   | CA    | 91185-3721 |         |
| Membrila, Ixchell                        |                    | Address on File          |          |          |            |       |            |         |
| Memphis Light, Gas & Water<br>Division   |                    | P.O. Box 388             |          |          | Memphis    | TN    | 38145-0388 |         |
| Memphis Light, Gas and Water<br>Division |                    | 245 S Main St            |          |          | Memphis    | TN    | 38103      |         |
| Mendes, Antonio M.                       |                    | Address on File          |          |          |            |       |            |         |
| Mendez Arce, Josue                       |                    | Address on File          |          |          |            |       |            |         |
| Mendez Contreras, Eddie C.               |                    | Address on File          |          |          |            |       |            |         |
| Mendez, Branden                          |                    | Address on File          |          |          |            |       |            |         |
| Mendez, Cassandra                        |                    | Address on File          |          |          |            |       |            |         |
| Mendez, Diego A.                         |                    | Address on File          |          |          |            |       |            |         |
| Mendez, Krystal                          |                    | Address on File          |          |          |            |       |            |         |
| Mendez, Maggie                           |                    | Address on File          |          |          |            |       |            |         |
| Mendieta, Juan                           |                    | Address on File          |          |          |            |       |            |         |
| Mendiola Jr., Tomas                      |                    | Address on File          |          |          |            |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName | Address1                             | Address2                  | Address3 | City          | State | Zip        | Country |
|--------------------------------------|--------------------|--------------------------------------|---------------------------|----------|---------------|-------|------------|---------|
| Mendoza, Ammareo                     |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Angelica                    |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Carlos L.                   |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Christina                   |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Jay D.                      |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Juan                        |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Marisol                     |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Mark A.                     |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Nicholas                    |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Nicholas S.                 |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Ruben                       |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza, Vilma L.                    |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza-Paz, Pedro M.                |                    | Address on File                      |                           |          |               |       |            |         |
| Mendoza-Ugarte, Irvin                |                    | Address on File                      |                           |          |               |       |            |         |
| Menemsha Development Group, Inc.     |                    | 20521 Earl Street                    |                           |          | Torrance      | CA    | 90503      |         |
| Menendez, Matthew T.                 |                    | Address on File                      |                           |          |               |       |            |         |
| Menendez, Montserrat                 |                    | Address on File                      |                           |          |               |       |            |         |
| Menjivar, Marilyn                    |                    | Address on File                      |                           |          |               |       |            |         |
| Menor, Anika                         | Alvandi Law Group  | Gil Alvandi                          | 20301 SW Acacia St. 2nd F |          | Newport Beach | CA    | 92660      |         |
| Menor, Anika                         |                    | Address on File                      |                           |          |               |       |            |         |
| Menzock, Autumn                      |                    | Address on File                      |                           |          |               |       |            |         |
| meori, Inc.                          |                    | 1752 NW Market St. #724              |                           |          | Seattle       | WA    | 98107      |         |
| MEORI, INC.                          |                    | 6523 California Ave SW #274          |                           |          | Seattle       | WA    | 98136      |         |
| Mercado, Andrew                      |                    | Address on File                      |                           |          |               |       |            |         |
| Mercado, Juan Pablo                  |                    | Address on File                      |                           |          |               |       |            |         |
| Mercado, Lesley D.                   |                    | Address on File                      |                           |          |               |       |            |         |
| Mercado, Sarina K.                   |                    | Address on File                      |                           |          |               |       |            |         |
| Mercedes-Benz of Grapevine           |                    | 1300 Texas Trail                     |                           |          | Grapevine     | TX    | 76051      |         |
| Mercer (US) Inc.                     |                    | P.O. Box 730212                      |                           |          | Dallas        | TX    | 75373-0212 |         |
| Mercer, Demetri M.                   |                    | Address on File                      |                           |          |               |       |            |         |
| Mercer, Kenneth                      |                    | Address on File                      |                           |          |               |       |            |         |
| Merchan, Mellisa J.                  |                    | Address on File                      |                           |          |               |       |            |         |
| MercuryGate International Inc.       |                    | 200 Regency Forest Drive             | Suite 400                 |          | Cary          | NC    | 27518      |         |
| Meredith Corporation                 |                    | PO Box 730148                        |                           |          | Dallas        | TX    | 75373-0148 |         |
| MEREDITH KADLEC                      |                    | Address on File                      |                           |          |               |       |            |         |
| Merida, Johana M.                    |                    | Address on File                      |                           |          |               |       |            |         |
| MERIDIAN INTERNATIONAL CO., LTD      |                    | 7042 South Revere Parkway, Suite 470 |                           |          | Centennial    | CO    | 80112      |         |
| Meridian International Co., LTD USA  |                    | 7042 S. Revere Parkway               | Suite 470                 |          | Centennial    | CO    | 80112      |         |
| Merino, Asia R.                      |                    | Address on File                      |                           |          |               |       |            |         |
| Merkle, Jaden B.                     |                    | Address on File                      |                           |          |               |       |            |         |
| MERKURY INNOVATIONS LLC              |                    | 45 Broadway, suite 350               |                           |          | New York      | NY    | 10006      |         |
| Merrick Culp Designs LLC dba Truffle |                    | 3981 S Clermont Street               |                           |          | Englewood     | CO    | 80113      |         |
| Mesa Water District                  |                    | PO Box 6513                          |                           |          | Pasadena      | CA    | 91109-6500 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName                    | Address1                            | Address2           | Address3 | City                  | State | Zip        | Country  |
|---------------------------------------|---------------------------------------|-------------------------------------|--------------------|----------|-----------------------|-------|------------|----------|
| Mesa Water District                   |                                       | 1965 Placentia Avenue               |                    |          | Costa Mesa            | CA    | 92627      |          |
| Meseke, Andrea L.                     |                                       | Address on File                     |                    |          |                       |       |            |          |
| Messina, Aeren                        |                                       | Address on File                     |                    |          |                       |       |            |          |
| Messinger, Stacey E.                  |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meta Platforms, Inc.                  | Attn Accounts Receivable              | 15161 Collections Center Drive      |                    |          | Chicago               | IL    | 60693      |          |
| Metal Source Plus LLC                 |                                       | 401 Exchange Dr                     |                    |          | Arlington             | TX    | 76011      |          |
| Metaltex (USA), Inc                   | c/o VERIS CPA                         | 632 St. Andrews Blvd.               |                    |          | Charleston            | SC    | 29407      |          |
| Metaltex (USA), Inc.                  | Accounts Receivable                   | 1878 Clements Ferry Road            |                    |          | Charleston            | SC    | 29492      |          |
| Metazoa                               |                                       | 1 University Avenue                 |                    |          | Los Gatos             | CA    | 95030      |          |
| Metcalfe, Nasia O.                    |                                       | Address on File                     |                    |          |                       |       |            |          |
| Methodical Magic LLC                  |                                       | 8040 Demontreville Trail Cir. N.    |                    |          | Lake Elmo             | MN    | 55042      |          |
| Metrical, Inc.                        |                                       | 3494 Camino Tassajara #201          |                    |          | Danville              | CA    | 94506      |          |
| Metro Decor LLC                       |                                       | 30320 Emerald Valley Pkwy           |                    |          | Glenwillow            | OH    | 44139      |          |
| Metro Hardwood Corporation            |                                       | METRO CHICAGO-LOCKBOX<br>139116.    | PO BOX 1691        |          | Minneapolis           | MN    | 55480-1691 |          |
| Metro Pointe Retail Assoc II          |                                       | 949 South Coast Drive               | Suite 600          |          | Costa Mesa            | CA    | 92626      |          |
| Metro Pointe Retail Associates II, LP |                                       | 949 South Coast Drive, Suite<br>600 |                    |          | Costa Mesa            | CA    | 92626      |          |
| Metroplex Installation Services       |                                       | 2111 Prestonwood Dr                 |                    |          | Arlington             | TX    | 76012      |          |
| Metropolitan Life Ins - San Francisco | Attn Vice President                   | 425 Market St, Suite 1050           |                    |          | San Francisco         | CA    | 94105      |          |
| Metropolitan Life Insurance Company   | Attn Sr. VP - Real Estate Investments | One MetLife Way                     |                    |          | Whippany              | NJ    | 07981-1449 |          |
| Metropolitan Trustee                  | Personal Property Tax Dept.           | PO Box 196358                       |                    |          | Nashville             | TN    | 37219      |          |
| Metschke, JJ                          |                                       | Address on File                     |                    |          |                       |       |            |          |
| Mettler, Katie                        |                                       | Address on File                     |                    |          |                       |       |            |          |
| Mettler-Toledo, LLC                   |                                       | 22670 Network Place                 |                    |          | Chicago               | IL    | 60673      |          |
| Mewborn, Cavana                       |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyer Corporation                     | The CIT Group                         | PO Box 1036                         |                    |          | Charlotte             | NC    | 28201      |          |
| MEYER CORPORATION                     |                                       | 2001 Meyer Way                      |                    |          | Fairfield             | CA    | 94533      |          |
| MEYER CORPORATION                     |                                       | 1 Meyer Plaza                       |                    |          | Vallejo               | CA    | 94590      |          |
| Meyer, Andrea I.                      |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyer, Paul                           |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyer, Richard M.                     |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyer-Kinn, Kimberly A.               |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyers, Albert T.                     |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyers, Kobey                         |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyers, Marsha J.                     |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meyers, Michael P.                    |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meza, Brian                           |                                       | Address on File                     |                    |          |                       |       |            |          |
| Meza, Juliana A.                      |                                       | Address on File                     |                    |          |                       |       |            |          |
| Mezghiche, Yasmin                     |                                       | Address on File                     |                    |          |                       |       |            |          |
| Mezquida, Fredrick                    |                                       | Address on File                     |                    |          |                       |       |            |          |
| Mezquita, Jimardo A.                  |                                       | Address on File                     |                    |          |                       |       |            |          |
| MI CASA ES TU CASA, LDA               |                                       | Rua Do Outeirinho n 111 fracao<br>A |                    |          | Moreira de<br>Conegos |       | 4815-311   | Portugal |
| Mi Casa Es Tu Casa. Lda               |                                       | Rua do Outeirinho n 111 Fracao<br>A | MOreira de Conegos |          | Guimaraes             |       | 4815311    | Portugal |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName          | Address1                           | Address2          | Address3       | City      | State | Zip        | Country |
|---|-----------------------------|------------------------------------|-------------------|----------------|-----------|-------|------------|---------|
| Mi9 Inc.                                    |                             | 12000 Biscayne Blvd. Suite 600     |                   |                | Miami     | FL    | 33181      |         |
| Mia Whalley                                 |                             | Address on File                    |                   |                |           |       |            |         |
| Miami Dade County Tax Collector             |                             | 140 W Flagler St 14th Floor        |                   |                | Miami     | FL    | 33130-1573 |         |
| Miami-Dade Fire Rescue Department           |                             | Finance Bureau 9300 NW 41st Street |                   |                | Miami     | FL    | 33178-2414 |         |
| MIAMI-DADE WATER AND SEWER DEPT             |                             | P.O. Box 026055                    |                   |                | Miami     | FL    | 33102-6055 |         |
| MIAMI-DADE WATER AND SEWER DEPT             |                             | 3071 SW 38th Ave                   |                   |                | Miami     | FL    | 33146      |         |
| Micek, Callie M.                            |                             | Address on File                    |                   |                |           |       |            |         |
| Micek, David J.                             |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL ALLEN NELSON                        |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL ATWELL                              |                             | Address on File                    |                   |                |           |       |            |         |
| Michael Baker                               |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL BELL                                |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL BRADLEY TAYLOR                      |                             | Address on File                    |                   |                |           |       |            |         |
| Michael C. Fina Corporate Sales, Inc.       |                             | 3182 Momentum Place                |                   |                | Chicago   | IL    | 60689-5331 |         |
| MICHAEL CORLEY                              |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL EDWARD WITT                         |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL JEFFREY BENARD                      |                             | Address on File                    |                   |                |           |       |            |         |
| Michael Madonna                             |                             | Address on File                    |                   |                |           |       |            |         |
| Michael Mc Manus                            |                             | Address on File                    |                   |                |           |       |            |         |
| MICHAEL PAUL RUDZKI                         |                             | Address on File                    |                   |                |           |       |            |         |
| Michael R. McDoniel, Esq.                   |                             | 207 San Jacinto                    | Suite 300         |                | Austin    | TX    | 78701      |         |
| Michaelson, Paul                            |                             | Address on File                    |                   |                |           |       |            |         |
| Michel, Morgan E.                           |                             | Address on File                    |                   |                |           |       |            |         |
| Michele Cohen                               |                             | Address on File                    |                   |                |           |       |            |         |
| Michele Fischer                             |                             | Address on File                    |                   |                |           |       |            |         |
| Michele Nelson                              |                             | Address on File                    |                   |                |           |       |            |         |
| MICHELLE GAMBLE                             |                             | Address on File                    |                   |                |           |       |            |         |
| Michelle K Pulman DBA MP Communications LLC |                             | Address on File                    |                   |                |           |       |            |         |
| Michelle King DBA Lemon Mint Designs        |                             | Address on File                    |                   |                |           |       |            |         |
| Michelle Murray                             |                             | Address on File                    |                   |                |           |       |            |         |
| MICHELLE NEUSTADT KARDON                    |                             | Address on File                    |                   |                |           |       |            |         |
| MICHELLE OLEJARZ                            |                             | Address on File                    |                   |                |           |       |            |         |
| Michelle Urban                              |                             | Address on File                    |                   |                |           |       |            |         |
| Michelle Winstead                           |                             | Address on File                    |                   |                |           |       |            |         |
| Michels, Janell E.                          |                             | Address on File                    |                   |                |           |       |            |         |
| Michigan Attorney General                   | Attn Bankruptcy Department  | G. Mennen Williams Building        | 525 W. Ottawa St. | P.O. Box 30212 | Lansing   | MI    | 48909      |         |
| Michigan Dept of Treasury                   | Unclaimed Property Division | 7285 Parsons Dr                    |                   |                | Dimondale | MI    | 48821      |         |
| Michigan Dept. of Treasury                  |                             | P.O. Box 30324                     |                   |                | Lansing   | MI    | 48909-7824 |         |
| Michigan Dept. of Treasury                  |                             | PO Box 30774                       |                   |                | Lansing   | MI    | 48909      |         |
| Micic, Sandra                               |                             | Address on File                    |                   |                |           |       |            |         |
| Mickelson, Melanie M.                       |                             | Address on File                    |                   |                |           |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName                                      | Address1                              | Address2                           | Address3 | City             | State | Zip        | Country |
|------------------------------------|---|---------------------------------------|------------------------------------|----------|------------------|-------|------------|---------|
| Microsoft Corporation              |   | One Microsoft Way                     |                                    |          | Redmond          | WA    | 98052      |         |
| Microstrategy                      |   | PO Box 409671                         |                                    |          | Atlanta          | GA    | 30384-9671 |         |
| Mid-America Asset Management, Inc. | Property Mgr / Village Square Northbrook                | One Parkview Plaza, 9th Floor         |                                    |          | Oakbrook Terrace | IL    | 60181      |         |
| MidAmerican Energy Company         |   | PO Box 8020                           |                                    |          | Davenport        | IA    | 52808-8020 |         |
| MidAmerican Energy Company         |   | 666 Grand Ave                         |                                    |          | Des Moines       | IA    | 50309      |         |
| Middlemas Jr., James E.            |   | Address on File                       |                                    |          |                  |       |            |         |
| Middleton, Lamar                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Middleton, Rachele                 |   | Address on File                       |                                    |          |                  |       |            |         |
| Middleton, Victoria K.             |   | Address on File                       |                                    |          |                  |       |            |         |
| Midwest Husbands LLC               |   | 2866 Galway Dr                        |                                    |          | Brunswick        | OH    | 44212      |         |
| Mier II, Joseph G.                 |   | Address on File                       |                                    |          |                  |       |            |         |
| Migel Elias Urban Sr.              | Michael A. Penn, CSP, SMS Acting Assistant Commissioner | Maryland Occupational Safety & Health | 10946 Golden West Drive, Suite 160 |          | Hunt Valley      | MD    | 21031      |         |
| Migel Elias Urban Sr.              |   | Address on File                       |                                    |          |                  |       |            |         |
| Mignano, Caitlin                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Mignott, Davene                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Mihalik, Bradford J.               |   | Address on File                       |                                    |          |                  |       |            |         |
| Mike Cashen                        |   | Address on File                       |                                    |          |                  |       |            |         |
| Mike Galligan                      |   | Address on File                       |                                    |          |                  |       |            |         |
| Mike Minturn                       |   | Address on File                       |                                    |          |                  |       |            |         |
| Mike Payne                         |   | Address on File                       |                                    |          |                  |       |            |         |
| Mike Saa Hurtado                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Mikel Elorriaga                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Mikeworth, Karsten O.              |   | Address on File                       |                                    |          |                  |       |            |         |
| Mikuda, Matthew J.                 |   | Address on File                       |                                    |          |                  |       |            |         |
| Milagros Cabrera                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Milan, Dorrie J.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miles, Dudley D.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miley, Belinda S.                  |   | Address on File                       |                                    |          |                  |       |            |         |
| Miley, Meghan M.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller Jr., David                  |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Amanda                     |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Cooper                     |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Dayna M.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Demitri                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Denysse                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Erik R.                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, James J.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Jeffrey A.                 |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Jessica A.                 |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Kennedy                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Laura R.                   |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Lora M.                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Melissa                    |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Minnie E.                  |   | Address on File                       |                                    |          |                  |       |            |         |
| Miller, Olivia                     |   | Address on File                       |                                    |          |                  |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName         | Address1                     | Address2      | Address3 | City         | State | Zip        | Country |
|---|----------------------------|------------------------------|---------------|----------|--------------|-------|------------|---------|
| Miller, Philip                                  |                            | Address on File              |               |          |              |       |            |         |
| Miller, Robert                                  |                            | Address on File              |               |          |              |       |            |         |
| Miller, Sarah E.                                |                            | Address on File              |               |          |              |       |            |         |
| Miller, Shavonte                                |                            | Address on File              |               |          |              |       |            |         |
| Miller-Dakota, Avery                            |                            | Address on File              |               |          |              |       |            |         |
| Miller-McCulley, Katherine A.                   |                            | Address on File              |               |          |              |       |            |         |
| Millican, Hilary J.                             |                            | Address on File              |               |          |              |       |            |         |
| Milliet, Kenneth M.                             |                            | Address on File              |               |          |              |       |            |         |
| Milligan, James W.                              |                            | Address on File              |               |          |              |       |            |         |
| Millis, Linda C.                                |                            | Address on File              |               |          |              |       |            |         |
| Mills, Courtney O.                              |                            | Address on File              |               |          |              |       |            |         |
| Mills, Gidgett L.                               |                            | Address on File              |               |          |              |       |            |         |
| Mills, Matthew                                  |                            | Address on File              |               |          |              |       |            |         |
| Milner Jr., Paul                                |                            | Address on File              |               |          |              |       |            |         |
| Milner, Patricia A.                             |                            | Address on File              |               |          |              |       |            |         |
| Milrose Consultants dba Permit<br>Advisors, LLC |                            | 498 Seventh Ave              |               |          | New York     | NY    | 10018      |         |
| Mimi Kravetz                                    |                            | Address on File              |               |          |              |       |            |         |
| Mimiko, Latriz                                  |                            | Address on File              |               |          |              |       |            |         |
| Mimms, Amy B.                                   |                            | Address on File              |               |          |              |       |            |         |
| Mimms, Laura                                    |                            | Address on File              |               |          |              |       |            |         |
| Mindy Godding DBA Abundance<br>Organizing, LLC  |                            | Address on File              |               |          |              |       |            |         |
| MINERVA OJEDA                                   |                            | Address on File              |               |          |              |       |            |         |
| Mingus, Priscilla                               |                            | Address on File              |               |          |              |       |            |         |
| Minima LLC                                      |                            | 2604 Parkwood Ave            |               |          | Richmond     | VA    | 23220      |         |
| Minimize and Organize by Jenya<br>Tucker        |                            | Address on File              |               |          |              |       |            |         |
| Minion, Daniel                                  |                            | Address on File              |               |          |              |       |            |         |
| Minnesota Attorney General                      | Attn Bankruptcy Department | 445 Minnesota St Suite 1400  |               |          | St Paul      | MN    | 55101-2131 |         |
| Minnesota Department of Revenue                 | Unclaimed Property Program | 85 7th Place East, Suite 500 |               |          | St. Paul     | MN    | 55101-2198 |         |
| Minnesota Department of Revenue                 |                            | 85 7th Place East, Suite 500 |               |          | St. Paul     | MN    | 55101-2198 |         |
| Minnesota Dept of Commerce                      | Unclaimed Property Program | 85 7th Place East, Ste 280   |               |          | St Paul      | MN    | 55101-2198 |         |
| Minnifield, Shannon                             |                            | Address on File              |               |          |              |       |            |         |
| Minor, Alexandra I.                             |                            | Address on File              |               |          |              |       |            |         |
| MINSTREL TRADING &<br>MARKETING CORP            |                            | 328, Crandon Blvd            | Suite 119-304 |          | Key Biscayne | FL    | 33149      |         |
| Minstrel Trading & Marketing Corp               |                            | 1221 Brickell Ave.           | 9th Floor     |          | Miami        | FL    | 33131      |         |
| Minto, Aimee L.                                 |                            | Address on File              |               |          |              |       |            |         |
| Mintz, Howard                                   |                            | Address on File              |               |          |              |       |            |         |
| Mir, Alisa                                      |                            | Address on File              |               |          |              |       |            |         |
| Mirabal, Emilio A.                              |                            | Address on File              |               |          |              |       |            |         |
| Miranda, Bradly                                 |                            | Address on File              |               |          |              |       |            |         |
| Miranda, Brandon                                |                            | Address on File              |               |          |              |       |            |         |
| Miranda, Michelle                               |                            | Address on File              |               |          |              |       |            |         |
| Miranda, Paolina                                |                            | Address on File              |               |          |              |       |            |         |
| Mireles Jr., Anastacio                          |                            | Address on File              |               |          |              |       |            |         |
| Mireles, Italia                                 |                            | Address on File              |               |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                       | CreditorNoticeName          | Address1                       | Address2             | Address3     | City           | State | Zip        | Country |
|--|-----------------------------|--------------------------------|----------------------|--------------|----------------|-------|------------|---------|
| Mischo, Amber                                      |                             | Address on File                |                      |              |                |       |            |         |
| Mississippi Treasury Office of the State Treasurer | Unclaimed Property Division | PO Box 138                     |                      |              | Jackson        | MS    | 39205-0138 |         |
| Mississippi Attorney General                       | Attn Bankruptcy Department  | Walter Sillers Building        | 550 High St Ste 1200 |              | Jackson        | MS    | 39201      |         |
| Mississippi Department of Revenue                  |                             | PO Box 960                     |                      |              | Jackson        | MS    | 39205      |         |
| Missouri Attorney General                          | Attn Bankruptcy Department  | Supreme Court Bldg             | 207 W. High St.      | P.O. Box 899 | Jefferson City | MO    | 65101      |         |
| Missouri Department of Revenue                     |                             | P.O. Box 3365                  |                      |              | Jefferson City | MO    | 65105-3365 |         |
| Missouri Director of Revenue                       |                             | P.O. Box 3360                  |                      |              | Jefferson City | MO    | 65105-3360 |         |
| Missouri Secretary of State                        | Secretary of State          | P.O. Box 778                   |                      |              | Jefferson City | MO    | 65102      |         |
| Missouri Secretary of State                        |                             | PO Box 1366                    |                      |              | Jefferson City | MO    | 65102      |         |
| Missouri State Treasurer                           |                             | PO Box 1272                    |                      |              | Jefferson City | MO    | 65102-1272 |         |
| Missouri State Treasury                            | Unclaimed Property Division | PO Box 1272                    |                      |              | Jefferson City | MO    | 65102-1272 |         |
| Mistretta, Michael A.                              |                             | Address on File                |                      |              |                |       |            |         |
| Mistrulli, Diane                                   |                             | Address on File                |                      |              |                |       |            |         |
| Mistry, Ashish D.                                  |                             | Address on File                |                      |              |                |       |            |         |
| Mistry, Nimisha A.                                 |                             | Address on File                |                      |              |                |       |            |         |
| MISUMARU USA CORPORATION                           |                             | 1229 Western St, #5            | Suite 5              |              | Fairfield      | CA    | 94533      |         |
| MIT Legend Limited                                 |                             | 4F-1, No 9, Lane 3 Jihu Road,  | Neihu Dist.          |              | Taipei         |       | 11492      | Taiwan  |
| MIT LEGEND LIMITED                                 |                             | 2F, No.57, Lane 10, Jihu Road, | Neihu Dist.,         |              | Taipei         |       | 11492      | Taiwan  |
| Mitchell Jr., Larry H.                             |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Constance M.                             |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, David E.                                 |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Destiny                                  |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Emily M.                                 |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Kamilah                                  |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Laura J.                                 |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Malachi                                  |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Maria Fatima N.                          |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Matthew                                  |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Melanie L.                               |                             | Address on File                |                      |              |                |       |            |         |
| Mitchell, Myra                                     |                             | Address on File                |                      |              |                |       |            |         |
| Mitiche, Mohamed I.                                |                             | Address on File                |                      |              |                |       |            |         |
| Mittledorf, Dakota S.                              |                             | Address on File                |                      |              |                |       |            |         |
| Mixey, Rachel C.                                   |                             | Address on File                |                      |              |                |       |            |         |
| Mixon, Kyrie Lynn M.                               |                             | Address on File                |                      |              |                |       |            |         |
| Mixon, Shelane M.                                  |                             | Address on File                |                      |              |                |       |            |         |
| Miyagishima, Trent                                 |                             | Address on File                |                      |              |                |       |            |         |
| Mizuno, Sydne                                      |                             | Address on File                |                      |              |                |       |            |         |
| Mkt North America Llc                              |                             | 961 Route 10 Ste 2i            |                      |              | Randolph       | NJ    | 07869-1927 |         |
| MLA Interim Legal Talent, LLC                      |                             | 7320 Parkway Dr S              |                      |              | Hanover        | MD    | 21076      |         |
| MOBI USA   |                             | 11311 White Rock Rd            |                      |              | Rancho Cordova | CA    | 95742      |         |
| MOBI USA   |                             | 649 Mission St./ 5th floor     |                      |              | San Francisco  | CA    | 94105      |         |
| Mobile Mini Inc.                                   | Attn Cash Department        | PO Box 7144                    |                      |              | Pasadena       | CA    | 91109-7144 |         |
| Mobile Technology Solutions, LLC                   |                             | 6700 Horizon Road              |                      |              | Heath          | TX    | 75032      |         |
| Mobley, Terra A.                                   |                             | Address on File                |                      |              |                |       |            |         |
| Moboto, Jean - Claude M.                           |                             | Address on File                |                      |              |                |       |            |         |
| Moctezuma, Alondra C.                              |                             | Address on File                |                      |              |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName         | Address1                            | Address2                          | Address3 | City           | State | Zip        | Country |
|--|----------------------------|-------------------------------------|-----------------------------------|----------|----------------|-------|------------|---------|
| Mod Corp                               |                            | 13073 166th Street                  |                                   |          | Cerritos       | CA    | 90703      |         |
| Mode, Samuel E.                        |                            | Address on File                     |                                   |          |                |       |            |         |
| MODERN PICNIC                          |                            | 400 Park Avenue South               |                                   |          | New York       | NY    | 10016      |         |
| Modern Picnic, Inc.                    |                            | 40 Harrison Street                  |                                   |          | New York       | NY    | 10013      |         |
| Modern Sprout LLC                      |                            | 2010 W Fulton F-304                 |                                   |          | Chicago        | IL    | 60612      |         |
| Modi, Anil                             |                            | Address on File                     |                                   |          |                |       |            |         |
| Mod-Pac Corp.                          |                            | 1801 Elmwood Ave.                   | ref no 10933                      |          | Buffalo        | NY    | 14207      |         |
| Modulus, Inc.                          |                            | 2532 West Warren Blvd.              |                                   |          | Chicago        | IL    | 60612      |         |
| MODULUS, INC.                          |                            | 1942 CORNER SCHOOL DRIVE            |                                   |          | ORLANDO        | FL    | 32820      |         |
| Moehring, Harry                        |                            | Address on File                     |                                   |          |                |       |            |         |
| Moeller, Jaimie L.                     |                            | Address on File                     |                                   |          |                |       |            |         |
| Moerbe, Susan                          |                            | Address on File                     |                                   |          |                |       |            |         |
| Moffatt, Steven O.                     |                            | Address on File                     |                                   |          |                |       |            |         |
| Moghrabi, Kareem                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Moglea LLC                             |                            | 110 11th Street                     |                                   |          | Des Moines     | IA    | 50309      |         |
| Mohamed, Fuad M.                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Mohamed, Heba A.                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Mohammad Kagzi                         | Midwest Sleep And Wellness | Address on File                     |                                   |          |                |       |            |         |
| Mohammed, Halima                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Mohawk Finishing Products              |                            | P.O. BOX 535414                     |                                   |          | Atlanta        | GA    | 30353-5414 |         |
| Mohel, Andrea T.                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Mojica, Marissa                        |                            | Address on File                     |                                   |          |                |       |            |         |
| Moldrzyk, Julie                        |                            | Address on File                     |                                   |          |                |       |            |         |
| Molina Barnett, Ariadne                |                            | Address on File                     |                                   |          |                |       |            |         |
| Molina, Isaac                          |                            | Address on File                     |                                   |          |                |       |            |         |
| Molina, Jose E.                        |                            | Address on File                     |                                   |          |                |       |            |         |
| Molina, Slonne M.                      |                            | Address on File                     |                                   |          |                |       |            |         |
| Molina, Stephanie                      |                            | Address on File                     |                                   |          |                |       |            |         |
| Molinaro, Joseph A.                    |                            | Address on File                     |                                   |          |                |       |            |         |
| Molloy, Karen T.                       |                            | Address on File                     |                                   |          |                |       |            |         |
| Molly Mutt                             |                            | Address on File                     |                                   |          |                |       |            |         |
| MOLLY MUTT, LLC                        |                            | 2855 Mandela PKWY                   | Unit 11                           |          | Oakland        | CA    | 94608      |         |
| MOLONLAVE LLC GROUP DBA<br>RUSH CHARGE |                            | 14540 E. Beltwood Pkwy              | Ste 100                           |          | Farmers Branch | TX    | 75244      |         |
| MOMAGENDA LLC                          |                            | 2209 Hawks Landing                  |                                   |          | Fayetteville   | AR    | 72704      |         |
| MOMAGENDA LLC                          |                            | 10 Boyd Lane                        |                                   |          | Riverside      | CT    | 06878      |         |
| momAgenda LLC                          |                            | P.O. Box 202                        |                                   |          | Old Greenwich  | CT    | 06870      |         |
| Momentive, Inc. (SurveyMonkey)         |                            | Bank of America Lockbox<br>Services | 32330 Collections Center<br>Drive |          | Chicago        | IL    | 60693      |         |
| MOMMY WIPES                            |                            | 1150 N. Richfield Rd. Ste C         |                                   |          | Anaheim        | CA    | 92807      |         |
| Monaghan, Kathryn R.                   |                            | Address on File                     |                                   |          |                |       |            |         |
| Monahan, Megan                         |                            | Address on File                     |                                   |          |                |       |            |         |
| Monar, Aissa                           |                            | Address on File                     |                                   |          |                |       |            |         |
| Mondragon Jr., Sergio                  |                            | Address on File                     |                                   |          |                |       |            |         |
| Monegro Matias, Juan G.                |                            | Address on File                     |                                   |          |                |       |            |         |
| Monetate, Inc.                         |                            | 325 North Saint Paul Street         |                                   |          | Dallas         | TX    | 75201      |         |
| Monge, Alejandrina I.                  |                            | Address on File                     |                                   |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                   | CreditorNoticeName            | Address1                           | Address2              | Address3      | City         | State | Zip        | Country |
|--------------------------------|-------------------------------|------------------------------------|-----------------------|---------------|--------------|-------|------------|---------|
| Mongia, Vishal                 |                               | Address on File                    |                       |               |              |       |            |         |
| Monica Cornwell                |                               | Address on File                    |                       |               |              |       |            |         |
| Monica Lawrence                |                               | Address on File                    |                       |               |              |       |            |         |
| MONICA PEARSON                 |                               | Address on File                    |                       |               |              |       |            |         |
| Monica Vasquez                 |                               | Address on File                    |                       |               |              |       |            |         |
| Monica Williams                |                               | Address on File                    |                       |               |              |       |            |         |
| Moniodes, James P.             |                               | Address on File                    |                       |               |              |       |            |         |
| Monis, Rey                     |                               | Address on File                    |                       |               |              |       |            |         |
| Monje, Tonya M.                |                               | Address on File                    |                       |               |              |       |            |         |
| Monkey Business Design USA LLC |                               | 900 Merchants Concourse            | Suite 211             |               | Westbury     | NY    | 11590      |         |
| Monotype Imaging Inc.          |                               | 600 Unicorn Park Drive             |                       |               | Woburn       | MA    | 01801      |         |
| Monroe Jr., Bloys F.           |                               | Address on File                    |                       |               |              |       |            |         |
| Monroe, Charles W.             |                               | Address on File                    |                       |               |              |       |            |         |
| Monroe, Isabelle H.            |                               | Address on File                    |                       |               |              |       |            |         |
| Monroe, Joshua R.              |                               | Address on File                    |                       |               |              |       |            |         |
| Monroe, Treasure L.            |                               | Address on File                    |                       |               |              |       |            |         |
| Monreal, Jamie                 |                               | Address on File                    |                       |               |              |       |            |         |
| Montague, Arianne              |                               | Address on File                    |                       |               |              |       |            |         |
| Montalvo, Brandon              |                               | Address on File                    |                       |               |              |       |            |         |
| Montalvo, Rudy J.              |                               | Address on File                    |                       |               |              |       |            |         |
| Montana Attorney General       | Attn Bankruptcy Department    | Justice Bldg                       | 215 N. Sanders 3rd Fl | PO Box 201401 | Helena       | MT    | 59620-1401 |         |
| Montana Dept of Revenue        | Unclaimed Property            | PO Box 5805                        |                       |               | Helena       | MT    | 59604-5805 |         |
| Montanez-Denoyes, Hellen Z.    |                               | Address on File                    |                       |               |              |       |            |         |
| Monteiro, Danielle M.          |                               | Address on File                    |                       |               |              |       |            |         |
| Montero, Kareen A.             |                               | Address on File                    |                       |               |              |       |            |         |
| Monterroso, Aaron A.           |                               | Address on File                    |                       |               |              |       |            |         |
| Montes de oca, Ivan            |                               | Address on File                    |                       |               |              |       |            |         |
| Montes de oca, Juan            |                               | Address on File                    |                       |               |              |       |            |         |
| Montez, Steven                 |                               | Address on File                    |                       |               |              |       |            |         |
| Montgomery County Maryland     | False Alarm Reduction Section | P.O. Box 83399                     |                       |               | Gaithersburg | MD    | 20883-3399 |         |
| Montgomery County Maryland     |                               | Montgomery County, MD              | P.O. Box 824860       |               | Philadelphia | PA    | 19182      |         |
| Montgomery County Maryland     |                               | 255 N. Washington Street Suite 303 |                       |               | Rockville    | MD    | 20850      |         |
| Montgomery County, Texas       | False Alarm Reduction Program | P.O. Box 141568                    |                       |               | Irving       | TX    | 75014      |         |
| Montgomery, Jaimilyn           |                               | Address on File                    |                       |               |              |       |            |         |
| Montgomery, Jonathan P.        |                               | Address on File                    |                       |               |              |       |            |         |
| Montgomery, Jzonna T.          |                               | Address on File                    |                       |               |              |       |            |         |
| Montgomery, Sophia G.          |                               | Address on File                    |                       |               |              |       |            |         |
| Montgomery, Tiera              |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya, Daniel                |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya, Heather               |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya, Jacob                 |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya, Marek                 |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya, Reagan M.             |                               | Address on File                    |                       |               |              |       |            |         |
| Montoya-Curi, Bryan G.         |                               | Address on File                    |                       |               |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName | Address1            | Address2 | Address3 | City        | State | Zip        | Country |
|-------------------------------|--------------------|---------------------|----------|----------|-------------|-------|------------|---------|
| Montrose, Nina                |                    | Address on File     |          |          |             |       |            |         |
| Montufar, Mayra Alejandra     |                    | Address on File     |          |          |             |       |            |         |
| Monumental Markets, Inc.      |                    | 11800 Trolley Lane  |          |          | Beltsville  | MD    | 20705      |         |
| Mood Media                    |                    | PO Box 71070        |          |          | Charlotte   | NC    | 28272      |         |
| Moody III, Otis L.            |                    | Address on File     |          |          |             |       |            |         |
| Moody, Patricia E.            |                    | Address on File     |          |          |             |       |            |         |
| Moody's Investors Service     |                    | PO Box 102597       |          |          | Atlanta     | GA    | 30368-0597 |         |
| Moon, Mya M.                  |                    | Address on File     |          |          |             |       |            |         |
| Moon, Suguey                  |                    | Address on File     |          |          |             |       |            |         |
| Mooneyham, Brandy J.          |                    | Address on File     |          |          |             |       |            |         |
| Moore Jr., Vincent L.         |                    | Address on File     |          |          |             |       |            |         |
| Moore, Akeira                 |                    | Address on File     |          |          |             |       |            |         |
| Moore, Alexander C.           |                    | Address on File     |          |          |             |       |            |         |
| Moore, Alexandria             |                    | Address on File     |          |          |             |       |            |         |
| Moore, Anna                   |                    | Address on File     |          |          |             |       |            |         |
| Moore, Aunesty                |                    | Address on File     |          |          |             |       |            |         |
| Moore, Barika                 |                    | Address on File     |          |          |             |       |            |         |
| Moore, Destiny C.             |                    | Address on File     |          |          |             |       |            |         |
| Moore, Diana                  |                    | Address on File     |          |          |             |       |            |         |
| Moore, Erin                   |                    | Address on File     |          |          |             |       |            |         |
| Moore, Jada S.                |                    | Address on File     |          |          |             |       |            |         |
| Moore, Joseph E.              |                    | Address on File     |          |          |             |       |            |         |
| Moore, Kathy J.               |                    | Address on File     |          |          |             |       |            |         |
| Moore, Kevin T.               |                    | Address on File     |          |          |             |       |            |         |
| Moore, Kiara                  |                    | Address on File     |          |          |             |       |            |         |
| Moore, Kimberly               |                    | Address on File     |          |          |             |       |            |         |
| Moore, Lindsay                |                    | Address on File     |          |          |             |       |            |         |
| Moore, Shon D.                |                    | Address on File     |          |          |             |       |            |         |
| Moore, Stacey                 |                    | Address on File     |          |          |             |       |            |         |
| Moore, Tasean L.              |                    | Address on File     |          |          |             |       |            |         |
| Moore, Tawanda                |                    | Address on File     |          |          |             |       |            |         |
| Moore, Taylor                 |                    | Address on File     |          |          |             |       |            |         |
| Moore, Temeshia D.            |                    | Address on File     |          |          |             |       |            |         |
| Moore, Temirian               |                    | Address on File     |          |          |             |       |            |         |
| Moorefield, Denise            |                    | Address on File     |          |          |             |       |            |         |
| Moorehead, ReyAnne            |                    | Address on File     |          |          |             |       |            |         |
| Moorpark Village Company, LLC | c/o Caruso         | 101 The Grove Drive |          |          | Los Angeles | CA    | 90036      |         |
| Moorpark Village Company, LLC |                    | 101 The Grove Drive |          |          | Los Angeles | CA    | 90036      |         |
| Moosman, Arielle              |                    | Address on File     |          |          |             |       |            |         |
| Mora Lopez, Rigo Berto        |                    | Address on File     |          |          |             |       |            |         |
| Mora, Juan                    |                    | Address on File     |          |          |             |       |            |         |
| Mora, Sandra                  |                    | Address on File     |          |          |             |       |            |         |
| Mora-Flores, Sonia            |                    | Address on File     |          |          |             |       |            |         |
| Morales, Blanca I.            |                    | Address on File     |          |          |             |       |            |         |
| Morales, Carlos               |                    | Address on File     |          |          |             |       |            |         |
| Morales, Carlos S.            |                    | Address on File     |          |          |             |       |            |         |
| Morales, Claudia P.           |                    | Address on File     |          |          |             |       |            |         |
| Morales, Cynthia G.           |                    | Address on File     |          |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1         | Address2 | Address3 | City            | State | Zip        | Country |
|--|--------------------|------------------|----------|----------|-----------------|-------|------------|---------|
| Morales, Daniela                       |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Edimary                       |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Emmanuel                      |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Julian R.                     |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Kenia L.                      |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Kevin A.                      |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Lourdes A.                    |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Mizraim                       |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Olga R.                       |                    | Address on File  |          |          |                 |       |            |         |
| Morales, Yeniffer                      |                    | Address on File  |          |          |                 |       |            |         |
| Morales-Maldonado, Jacqueline          |                    | Address on File  |          |          |                 |       |            |         |
| Moralita Brown, Maria L.               |                    | Address on File  |          |          |                 |       |            |         |
| Moran, Meibol A.                       |                    | Address on File  |          |          |                 |       |            |         |
| Moran, Robert J.                       |                    | Address on File  |          |          |                 |       |            |         |
| Morehouse Sales and Use Tax Commission |                    | P.O. Box 672     |          |          | Bastrop         | LA    | 71221-0672 |         |
| Moreno, Adrian                         |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Brian C.                       |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Emily J.                       |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Geovanny A.                    |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Gerardo                        |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Laura                          |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Lucia C.                       |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Sabrina A.                     |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Tomas R.                       |                    | Address on File  |          |          |                 |       |            |         |
| Moreno, Victoria N.                    |                    | Address on File  |          |          |                 |       |            |         |
| Moreschi, Amanda J.                    |                    | Address on File  |          |          |                 |       |            |         |
| Moretto, Amanda                        |                    | Address on File  |          |          |                 |       |            |         |
| MOREX RIBBON                           |                    | 25 Grumbacher Rd |          |          | York            | PA    | 17406      |         |
| Morex Ribbon                           |                    | PO Box 64446     |          |          | Baltimore       | MD    | 21264      |         |
| Morgan LI LLC                          |                    | 383 E 16th St    |          |          | Chicago Heights | IL    | 60411      |         |
| Morgan, Abigail D.                     |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Brandon                        |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Bridget H.                     |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Emily R.                       |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Leslie E.                      |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Russell                        |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Thomas                         |                    | Address on File  |          |          |                 |       |            |         |
| Morgan, Victoria A.                    |                    | Address on File  |          |          |                 |       |            |         |
| Morgan-Deushane, Kelly                 |                    | Address on File  |          |          |                 |       |            |         |
| Morgan-Guggenheim, Kimberly            |                    | Address on File  |          |          |                 |       |            |         |
| Moriarty, Conor                        |                    | Address on File  |          |          |                 |       |            |         |
| Moring, Marjorie E.                    |                    | Address on File  |          |          |                 |       |            |         |
| Morley, Lowri P.                       |                    | Address on File  |          |          |                 |       |            |         |
| Morley, Paige                          |                    | Address on File  |          |          |                 |       |            |         |
| Morlok, Samantha A.                    |                    | Address on File  |          |          |                 |       |            |         |
| Morman, Lucille                        |                    | Address on File  |          |          |                 |       |            |         |
| Morrell, Akeno                         |                    | Address on File  |          |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName | Address1                               | Address2   | Address3 | City              | State | Zip    | Country |
|---|--------------------|--|--|----------|-------------------|-------|--------|---------|
| Morrell, Bobby K.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, Amanda                          |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, Carrie L.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, Fiona                           |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, James                           |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, John H.                         |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, Taylor J.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, Tyler J.                        |                    | Address on File                        |  |          |                   |       |        |         |
| Morris, William H.                      |                    | Address on File                        |  |          |                   |       |        |         |
| Morris-Barclay, Jamel                   |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Brian K.                      |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Caleb J.                      |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Jakayla                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Mary                          |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Maxwell                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morrison, Prudence A.                   |                    | Address on File                        |  |          |                   |       |        |         |
| Morrow, Nicole A.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Morse, Sufonia                          |                    | Address on File                        |  |          |                   |       |        |         |
| Morton, Angie R.                        |                    | Address on File                        |  |          |                   |       |        |         |
| Morton-Maystein, Ronald C.              |                    | Address on File                        |  |          |                   |       |        |         |
| Moser, John M.                          |                    | Address on File                        |  |          |                   |       |        |         |
| Moser, Kristen A.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Moses, Nakayla                          |                    | Address on File                        |  |          |                   |       |        |         |
| Moss, Alexis M.                         |                    | Address on File                        |  |          |                   |       |        |         |
| Moss, Ariadne                           |                    | Address on File                        |  |          |                   |       |        |         |
| Mota, Juan                              |                    | Address on File                        |  |          |                   |       |        |         |
| Mota, Veronica                          |                    | Address on File                        |  |          |                   |       |        |         |
| Motamed, Lisa R.                        |                    | Address on File                        |  |          |                   |       |        |         |
| Motes, Paisley                          |                    | Address on File                        |  |          |                   |       |        |         |
| MOTIVES INTERNATIONAL<br>(ASIA) LIMITED |                    | M Building, 09 Street No.8,<br>Zone A, | South New Urban Area<br>Tan Phu Ward, District 7 |          | Ho Chi Minh city  |       | 72908  | Vietnam |
| Moton, Carla L.                         |                    | Address on File                        |  |          |                   |       |        |         |
| Moua, Lucyhli                           |                    | Address on File                        |  |          |                   |       |        |         |
| Moul, Cathy                             |                    | Address on File                        |  |          |                   |       |        |         |
| Moultrie, Christopher C.                |                    | Address on File                        |  |          |                   |       |        |         |
| Moultrie, Michelle                      |                    | Address on File                        |  |          |                   |       |        |         |
| Moura, Luke R.                          |                    | Address on File                        |  |          |                   |       |        |         |
| Mowdy, Gwen                             |                    | Address on File                        |  |          |                   |       |        |         |
| Moya, Chad D.                           |                    | Address on File                        |  |          |                   |       |        |         |
| Moyemont, Shane A.                      |                    | Address on File                        |  |          |                   |       |        |         |
| Moyer, Cynthia L.                       |                    | Address on File                        |  |          |                   |       |        |         |
| Mpiani, Adomako                         |                    | Address on File                        |  |          |                   |       |        |         |
| Mroz, Brandon                           |                    | Address on File                        |  |          |                   |       |        |         |
| MS LESLIE ANN RENZULLI                  |                    | Address on File                        |  |          |                   |       |        |         |
| MS ROBIN RHEA ROBERTS                   |                    | Address on File                        |  |          |                   |       |        |         |
| MS Signs, Inc                           |                    | 280 Midland Ave                        | Bldg C-1, Postal Unit #128                       |          | Saddle Brook      | NJ    | 07663  |         |
| Ms. and Mrs.(Pinch Provisions)          |                    | PO Box 1353                            |  |          | Arlington Heights | IL    | 60006  |         |
| MSC International                       |                    | 6700 Thimens                           |  |          | St. Laurent       | QC    | H4S1S5 | Canada  |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName         | Address1                 | Address2                         | Address3 | City          | State | Zip        | Country |
|--------------------------------|----------------------------|--------------------------|----------------------------------|----------|---------------|-------|------------|---------|
| MSC INTERNATIONAL              |                            | 6700 Thimens             |                                  |          | Montreal      | QC    | H4S-1S5    | Canada  |
| MSG Fire & Safety Inc          |                            | 5142 West Hurley Pond Rd |                                  |          | Farmingdale   | NJ    | 07727      |         |
| Muchine, Anne                  |                            | Address on File          |                                  |          |               |       |            |         |
| MUD #METRO                     | The Woodlands Water Agency | 2455 Lake Robbins Drive  |                                  |          | The Woodlands | TX    | 77380      |         |
| MUD #METRO                     |                            | PO Box 7580              |                                  |          | Spring        | TX    | 77387-7580 |         |
| Mudesir, Musa                  |                            | Address on File          |                                  |          |               |       |            |         |
| Mudsi, Michael M.              |                            | Address on File          |                                  |          |               |       |            |         |
| Mueller, Dave                  |                            | Address on File          |                                  |          |               |       |            |         |
| Mueller, Julia V.              |                            | Address on File          |                                  |          |               |       |            |         |
| Muex, Taylor                   |                            | Address on File          |                                  |          |               |       |            |         |
| Mugrage, Nicolla               |                            | Address on File          |                                  |          |               |       |            |         |
| Muhammad, Amirah               |                            | Address on File          |                                  |          |               |       |            |         |
| Muhtashimi, Muzhgan            |                            | Address on File          |                                  |          |               |       |            |         |
| Muianga, Tania E.              |                            | Address on File          |                                  |          |               |       |            |         |
| Muiruri, Muniu                 |                            | Address on File          |                                  |          |               |       |            |         |
| Mujunangoma, Rute              |                            | Address on File          |                                  |          |               |       |            |         |
| MUKIKIM LLC                    |                            | 6812 W Calumet Road      |                                  |          | Milwaukee     | WI    | 53223      |         |
| Mukonkole, Landry M.           |                            | Address on File          |                                  |          |               |       |            |         |
| Mulcahy, Sean                  |                            | Address on File          |                                  |          |               |       |            |         |
| Muldoon, Connor F.             |                            | Address on File          |                                  |          |               |       |            |         |
| Muldoon, Jeremy M.             |                            | Address on File          |                                  |          |               |       |            |         |
| Muldrow, Alysia J.             |                            | Address on File          |                                  |          |               |       |            |         |
| Mull, Judith                   | Montlick & Associates      | Chris Ostolski           | 17 Executive Park Drive Ste. 300 |          | Atlanta       | GA    | 30329      |         |
| Mull, Madison                  |                            | Address on File          |                                  |          |               |       |            |         |
| Mullen, Brock                  |                            | Address on File          |                                  |          |               |       |            |         |
| Mullen, Daijah M.              |                            | Address on File          |                                  |          |               |       |            |         |
| Mullen, Kristin                |                            | Address on File          |                                  |          |               |       |            |         |
| Muller, Adjanie                |                            | Address on File          |                                  |          |               |       |            |         |
| Muller-Thym, Andrew            |                            | Address on File          |                                  |          |               |       |            |         |
| Muller-Thym, Bernard J.        |                            | Address on File          |                                  |          |               |       |            |         |
| Mullins, Troy D.               |                            | Address on File          |                                  |          |               |       |            |         |
| Multiview Corporation          |                            | PO Box 373               |                                  |          | Stratham      | NH    | 03885      |         |
| Mumi Design                    |                            | PO Box 491227            |                                  |          | Key Biscayne  | FL    | 33149      |         |
| MUMI DESIGN                    |                            | 21500 Biscayne Blvd      | Suite 600                        |          | Aventura      | FL    | 33180      |         |
| Muncy, James A.                |                            | Address on File          |                                  |          |               |       |            |         |
| Muncy, Sarah                   |                            | Address on File          |                                  |          |               |       |            |         |
| Munguia, Daphne S.             |                            | Address on File          |                                  |          |               |       |            |         |
| Munoz, Gisel A.                |                            | Address on File          |                                  |          |               |       |            |         |
| Munoz, Janet C.                |                            | Address on File          |                                  |          |               |       |            |         |
| Munoz, Marina F.               |                            | Address on File          |                                  |          |               |       |            |         |
| Munsch Hardt Kopf & Harr, P.C. |                            | 500 N. Akard Street      | Suite 3800                       |          | Dallas        | TX    | 75201      |         |
| Munson, Justin                 |                            | Address on File          |                                  |          |               |       |            |         |
| Munson, Kameron A.             |                            | Address on File          |                                  |          |               |       |            |         |
| Muppaneni, Sai Dileep          |                            | Address on File          |                                  |          |               |       |            |         |
| Murchison - Hume LLC           |                            | 14852 Ventura Boulevard  | Suite 210                        |          | Sherman Oaks  | CA    | 91403      |         |
| MURCHISON-HUME                 |                            | 226 E 45th Street        |                                  |          | Indianapolis  | IN    | 46205      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                 | CreditorNoticeName | Address1                     | Address2            | Address3  | City          | State | Zip        | Country        |
|------------------------------|--------------------|------------------------------|---------------------|-----------|---------------|-------|------------|----------------|
| MURCHISON-HUME               |                    | 13036 Chandler Blvd          |                     |           | Sherman Oaks  | CA    | 91401      |                |
| Murillo, Adela               |                    | Address on File              |                     |           |               |       |            |                |
| Murillo, Cassandra E.        |                    | Address on File              |                     |           |               |       |            |                |
| Murillo, Crystal A.          |                    | Address on File              |                     |           |               |       |            |                |
| Murillo, Jonatan             |                    | Address on File              |                     |           |               |       |            |                |
| MURPHY & DAUGHTERS           |                    | 1A Hopetoun grove            |                     |           | South Yarra   | VIC   | 3141       | Australia      |
| Murphy, Catherine A.         |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Cynthia              |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Dashia L.            |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, DeMarius             |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Devon                |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Ian P.               |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Jeanine M.           |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Kimberly A.          |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Tatum W.             |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Timothy F.           |                    | Address on File              |                     |           |               |       |            |                |
| Murphy, Timothy P.           |                    | Address on File              |                     |           |               |       |            |                |
| Murphy-Anthony, Christian D. |                    | Address on File              |                     |           |               |       |            |                |
| Murphy-Petersen, Devon M.    |                    | Address on File              |                     |           |               |       |            |                |
| Murray Campbell, Jimena      |                    | Address on File              |                     |           |               |       |            |                |
| Murray City Corporation, UT  |                    | PO Box 57919                 |                     |           | Murray        | UT    | 84157-0919 |                |
| Murray City Corporation, UT  |                    | 10 E 4800 S, Room 160        |                     |           | Murray        | UT    | 84107      |                |
| Murray, Adelaide             |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Alicia J.            |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Golda M.             |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Jason                |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Julia L.             |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Katelyn              |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Margaret N.          |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Scott W.             |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Sharhonda D.         |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Taylor               |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Whitney W.           |                    | Address on File              |                     |           |               |       |            |                |
| Murray, Zariyah              |                    | Address on File              |                     |           |               |       |            |                |
| MURUGANANDAM SIVARAJU        |                    | Address on File              |                     |           |               |       |            |                |
| Musawwir, Jessika D.         |                    | Address on File              |                     |           |               |       |            |                |
| Mushahidi, Muctadir          |                    | Address on File              |                     |           |               |       |            |                |
| Musliovski, Shekeria         |                    | Address on File              |                     |           |               |       |            |                |
| MUSTARD LONDON LIMITED       |                    | Unit 11, Bizspace,           | 4-6 Wadsworth Road, |           |               |       |            |                |
| Mutone, Katlyn               |                    | Address on File              | Perivale            | Greenford | Middlesex     |       | UB6 7JJ    | United Kingdom |
| MWC Retail D, LLC            | Attn Bethany Chang | 4700 Wilshire                |                     |           | Los Angeles   | CA    | 90010      |                |
| MWC Retail, LLC              | Nitin Motwani      | One Town Center Rd, Ste 600  |                     |           | Boca Raton    | FL    | 33486      |                |
| MWC Retail, LLC              | Nitin Motwani      | 450 N. Roxbury Dr, Suite 725 |                     |           | Beverly Hills | CA    | 90210      |                |
| MY CHARGE                    |                    | 2201 E Cerritos Ave          |                     |           | Anaheim       | CA    | 92806      |                |
| MY CHARGE                    |                    | 123 W Brown Street           |                     |           | Birmingham    | MI    | 48009      |                |
| My Home SOS LLC              |                    | 3814 Forest Creek Drive      |                     |           | Round Rock    | TX    | 78664      |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName                      | Address1   | Address2                          | Address3                            | City        | State | Zip        | Country  |
|--|---|--|-----------------------------------|-------------------------------------|-------------|-------|------------|----------|
| My Little Tea Kettle LLC, DBA TEASPRESSA |   | 2519 N 16th St   |                                   |                                     | Phoenix     | AZ    | 85006      |          |
| Myckenzee Kunn                           |   | Address on File  |                                   |                                     |             |       |            |          |
| MyDormDoc, LLC                           |   | 2186 Jackson Keller Rd   |                                   |                                     | San Antonio | TX    | 78213      |          |
| Myers, Krystal                           |   | Address on File  |                                   |                                     |             |       |            |          |
| Myers, Robert J.                         |   | Address on File  |                                   |                                     |             |       |            |          |
| Myers, Sean P.                           |   | Address on File  |                                   |                                     |             |       |            |          |
| Mylander, Elizabeth H.                   |   | Address on File  |                                   |                                     |             |       |            |          |
| Myles, Alexander T.                      |   | Address on File  |                                   |                                     |             |       |            |          |
| Myles, Jade                              |   | Address on File  |                                   |                                     |             |       |            |          |
| Myles, Kenneth R.                        |   | Address on File  |                                   |                                     |             |       |            |          |
| Myles, Robert                            |   | Address on File  |                                   |                                     |             |       |            |          |
| MYSTIC HULA, LLC/ SDRAW                  |   | PO Box 92613   |                                   |                                     | Austin      | TX    | 78704      |          |
| MYTAGALONGS USA, INC.                    |   | 5905 rue Kieran  |                                   |                                     | Montreal    | QC    | H4S0A3     | Canada   |
| N Khasat                                 |   | Address on File  |                                   |                                     |             |       |            |          |
| N.J. Malin & Associates, Inc.            |   | P.O. Box 843860  |                                   |                                     | Dallas      | TX    | 75284-3860 |          |
| NA Properties                            | PR Avalon Phase I Owner, LLC            | c/o PGIM Real Estate   | 655 Broad Street                  |                                     | Newark      | NJ    | 07102      |          |
| NA Properties                            | PR Avalon Phase I Owner, LLC            | c/o North American Properties  | 1175 Peachtree Street, Suite 1650 |                                     | Atlanta     | GA    | 30361      |          |
| NA Properties                            | PR Avalon Phase I Owner, LLC            | c/o PGIM Real Estate   | 3350 Peachtree Road NE            |                                     | Atlanta     | GA    | 30326      |          |
| NA Properties                            | PR Avalon Phase I Owner, LLC            | 1175 Peach Street Street, Suite 1650                                 |                                   |                                     | Atlanta     | GA    | 30361      |          |
| Nabholz Construction Corporation         |   | P.O. Box 2090  |                                   |                                     | Conway      | AR    | 72033      |          |
| Nachampassack, Benjamin                  |   | Address on File  |                                   |                                     |             |       |            |          |
| Nagorski, Katarzyna                      |   | Address on File  |                                   |                                     |             |       |            |          |
| Nahigian, Robert C.                      |   | Address on File  |                                   |                                     |             |       |            |          |
| Nakanishi, Steve                         |   | Address on File  |                                   |                                     |             |       |            |          |
| NALGE COMPANY                            |   | 1600 Lexington Avenue  |                                   |                                     | Rochester   | NY    | 14625      |          |
| NALGE COMPANY                            |   | 75 Panorama Creek Drive  |                                   |                                     | Rochester   | NY    | 14625      |          |
| Nalge Nunc International                 |   | P.O. Box 96296   |                                   |                                     | Chicago     | IL    | 60693      |          |
| NAM NGAI HONG CO., LTD.                  |   | 26-36 Soi Jaroennakorn 32/1 Banglampoolang, Klongsarn,               | Klongsarn                         |                                     | Bangkok     |       | 10600      | Thailand |
| Nam Yi                                   |   | Address on File  |                                   |                                     |             |       |            |          |
| Nameer Kazzaz                            | Tammy Boyd Administrative Specialist II | State of Delaware Department of Labor Division of Industrial Affairs | Office of Anti-Discrimination     | 4425 North Market Street, 3rd Floor | Wilmington  | DE    | 19802      |          |
| Nameer Kazzaz                            |   | Address on File  |                                   |                                     |             |       |            |          |
| NANCY C COTTA                            |   | Address on File  |                                   |                                     |             |       |            |          |
| NANCY DOCKAL                             |   | Address on File  |                                   |                                     |             |       |            |          |
| NANCY DYER                               |   | Address on File  |                                   |                                     |             |       |            |          |
| Nancy Evans Dec Of Trt                   |   | Address on File  |                                   |                                     |             |       |            |          |
| Nanton, Akiil K.                         |   | Address on File  |                                   |                                     |             |       |            |          |
| Naomi Radner                             |   | Address on File  |                                   |                                     |             |       |            |          |
| Napa Auto Parts                          |   | PO Box 848033  |                                   |                                     | Dallas      | TX    | 75284      |          |
| NAPO Chicago                             |   | PO Box 409157  |                                   |                                     | Chicago     | IL    | 60640      |          |
| Naranjo, Bryanna C.                      |   | Address on File  |                                   |                                     |             |       |            |          |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName  | CreditorNoticeName                                    | Address1                          | Address2                            | Address3 | City            | State | Zip        | Country |
|---|---|-----------------------------------|-------------------------------------|----------|-----------------|-------|------------|---------|
| Naranjo, Jason D.   |   | Address on File                   |                                     |          |                 |       |            |         |
| Narayanan, Damayanti  |   | Address on File                   |                                     |          |                 |       |            |         |
| Nardolillo, Brenda M.   |   | Address on File                   |                                     |          |                 |       |            |         |
| NARE Foundry Management LLC   |   | 27 N. Green St.                   |                                     |          | Chicago         | IL    | 60607      |         |
| Narm, Monica  |   | Address on File                   |                                     |          |                 |       |            |         |
| Narvar, Inc.  |   | Dept LA 25143                     |                                     |          | Pasadena        | CA    | 91185      |         |
| Nase, Victoria C.   |   | Address on File                   |                                     |          |                 |       |            |         |
| Nashville Electric Service  |   | 1214 Church Street                |                                     |          | Nashville       | TN    | 37246      |         |
| Nashville Electric Service  |   | PO Box 305099                     |                                     |          | Nashville       | TN    | 37230-5099 |         |
| Natalie Russell   |   | Address on File                   |                                     |          |                 |       |            |         |
| Natareno, Christian   |   | Address on File                   |                                     |          |                 |       |            |         |
| NATASHA SINGLETON   |   | Address on File                   |                                     |          |                 |       |            |         |
| Natasha Waites  |   | Address on File                   |                                     |          |                 |       |            |         |
| Natchitoches Tax Commission   |   | P.O. Box 639                      |                                     |          | Natchitoches    | LA    | 71458-0639 |         |
| Nath, Narissa   |   | Address on File                   |                                     |          |                 |       |            |         |
| Nathan Mason  |   | Address on File                   |                                     |          |                 |       |            |         |
| National Apartment Association  |   | 4300 Wilson Blvd. Suite 800       |                                     |          | Arlington       | VA    | 22203      |         |
| National Breast Cancer Foundation, Inc.   |   | 2600 Network Blvd., Suite 300     |                                     |          | Frisco          | TX    | 75034      |         |
| National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others | Jana Eisinger, Esq.                                   | Law Office of Jana Eisinger, PLLC | 4610 South Ulster Street, Suite 150 |          | Denver          | CO    | 80237      |         |
| National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others | Jeremy Y. Weltman, Esq.<br>Adam G. Gutbezah, Esq.     | Ruberto, Israel & Weiner, P.C.    | 255 State Street, 7th Floor         |          | Boston          | MA    | 02109      |         |
| National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others | Lynn R. Agre  | GLENN AGRE BERGMAN & FUENTES LLP  | 44 MONTGOMERY STREET, SUITE 2410    |          | SAN FRANCISCO   | CA    | 94104      |         |
| National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others | Peter Craig Netburn, Esq.<br>Kevin John OConnor, Esq. | Clyde and Co US LLP               | 265 Franklin St, Suite 802          |          | Boston          | MA    | 02110      |         |
| National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others | Timothy Elder, Esq.                                   | TRE LEGAL PRACTICE, LLC           | 1155 Market Street, 10th Floor      |          | San Francisco   | CA    | 94103      |         |
| National Glazing Solutions LLC  |   | 981 Joseph E. Lowery Blvd NW      | Suite 106                           |          | Atlanta         | GA    | 30318      |         |
| National Grid - Pittsburgh  |   | PO Box 371338                     |                                     |          | Pittsburgh      | PA    | 15250-7338 |         |
| National Grid - Pittsburgh  |   | PO Box 371382                     |                                     |          | Pittsburgh      | PA    | 15250-7382 |         |
| National Grid - Pittsburgh  |   | 175 East Old Country Rd           |                                     |          | Hicksville      | NY    | 11801      |         |
| National Hose Acquisition Corp  |   | 1326 W Carrier Way                |                                     |          | Grand Prairie   | TX    | 75050      |         |
| National Lift Truck   |   | 3333 Mount Prospect Road          |                                     |          | Franklin Park   | IL    | 60131      |         |
| National Orders Inc.  |   | 4821 N. Grady Ave                 |                                     |          | Tampa           | FL    | 33614      |         |
| National Retail Federation  |   | P.O. Box 823953                   |                                     |          | Philadelphia    | PA    | 19182      |         |
| National Retail Properties, LP  |   | 450 South Orange Avenue           | Suite 900                           |          | Orlando         | FL    | 32801      |         |
| National Retail Properties, LP  |   | PO Box# 947205                    |                                     |          | Atlanta         | GA    | 30394      |         |
| National Union Fire Insurance Company of Pittsburgh, PA   | AIG, Financial Lines Claims                           | PO Box 25947                      |                                     |          | Shawnee Mission | KS    | 66225      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName  | CreditorNoticeName          | Address1                        | Address2                       | Address3 | City          | State | Zip        | Country |
|---|-----------------------------|---------------------------------|--------------------------------|----------|---------------|-------|------------|---------|
| National Union Fire Insurance Company of Pittsburgh, PA |                             | 1271 Ave of the Americas, FL 37 |                                |          | New York      | NY    | 10020-1304 |         |
| National Union Fire Insurance Company of Pittsburgh, PA |                             | 600 N. Pearl Street, Suite 700  |                                |          | Dallas        | TX    | 75201      |         |
| Nations, Gregory M.                                     |                             | Address on File                 |                                |          |               |       |            |         |
| NATIVE UNION  |                             | 146 Rue Montmartre              |                                |          | Paris         |       | 75002      | France  |
| NATIVE UNION  |                             | 33/F, 88 Hing Fat Street        |                                |          | Hong Kong     |       | 0000       | China   |
| Naturally Clutter Free Inc                              |                             | 1653 Penny Lane                 |                                |          | Bartlett      | IL    | 60103      |         |
| Naughton, Reagan  |                             | Address on File                 |                                |          |               |       |            |         |
| Naukam, Diane M.  |                             | Address on File                 |                                |          |               |       |            |         |
| Nault, Sandra D.  |                             | Address on File                 |                                |          |               |       |            |         |
| Naumann Hobbs Material Handling Corporation             |                             | PO Box 29201 MSC-749            |                                |          | Phoenix       | AZ    | 85038      |         |
| Naumu, Mckay  |                             | Address on File                 |                                |          |               |       |            |         |
| Nauta, Candace M.                                       |                             | Address on File                 |                                |          |               |       |            |         |
| Nauta, Jodi L.  |                             | Address on File                 |                                |          |               |       |            |         |
| Nauta, Michael S.                                       |                             | Address on File                 |                                |          |               |       |            |         |
| Nava Orellana, Jennifer                                 |                             | Address on File                 |                                |          |               |       |            |         |
| Nava, Mariano   |                             | Address on File                 |                                |          |               |       |            |         |
| Navarro, Christopher K.                                 |                             | Address on File                 |                                |          |               |       |            |         |
| Navarro, Monica I.                                      |                             | Address on File                 |                                |          |               |       |            |         |
| Navas, Stephanie  |                             | Address on File                 |                                |          |               |       |            |         |
| Nave, Chanel  |                             | Address on File                 |                                |          |               |       |            |         |
| Navejar, Alexandra                                      |                             | Address on File                 |                                |          |               |       |            |         |
| NAVEX Global  |                             | PO Box 60941                    |                                |          | Charlotte     | NC    | 28260-0941 |         |
| Navigators Insurance Company                            | Laura Rauba                 | Excess Casualty Division        | 227 West Monroe St, 45th Floor |          | Chicago       | IL    | 60606      |         |
| Navisite LLC  |                             | 400 Minuteman Road              |                                |          | Andover       | MA    | 01810      |         |
| Nawabi, Madena  |                             | Address on File                 |                                |          |               |       |            |         |
| Nazareno, Lisa E.                                       |                             | Address on File                 |                                |          |               |       |            |         |
| NB Global Imports                                       |                             | 1 East Erie St., Unit 525-5571  |                                |          | Chicago       | IL    | 60611      |         |
| NBB5 Consulting, LLC                                    |                             | 808 Sardis Ln                   |                                |          | Charlotte     | NC    | 28270      |         |
| Ndenga, Musha C.  |                             | Address on File                 |                                |          |               |       |            |         |
| Ndoye, Sokhna   |                             | Address on File                 |                                |          |               |       |            |         |
| Ndukwe, David C.  |                             | Address on File                 |                                |          |               |       |            |         |
| NEAL GRAUMANN   |                             | Address on File                 |                                |          |               |       |            |         |
| Neal, Carolyn   |                             | Address on File                 |                                |          |               |       |            |         |
| Neal, Elizabeth M.                                      |                             | Address on File                 |                                |          |               |       |            |         |
| Neal, Nichole M.  |                             | Address on File                 |                                |          |               |       |            |         |
| Neal, Nya T.  |                             | Address on File                 |                                |          |               |       |            |         |
| Neal, Spencer   |                             | Address on File                 |                                |          |               |       |            |         |
| Nealey, Michelle  |                             | Address on File                 |                                |          |               |       |            |         |
| NEAT Method Macon                                       |                             | 1217 Deer Run Trail             |                                |          | Perry         | GA    | 31069      |         |
| Neat With Knight, LLC                                   |                             | 20 Deer Run                     |                                |          | Miami Springs | FL    | 33166      |         |
| Neatly Embellished LLC                                  |                             | 14209 Goose Street              |                                |          | Eastvale      | CA    | 92880      |         |
| Nebraska Attorney General                               | Attn Bankruptcy Department  | 2115 State Capitol              | P.O. Box 98920                 |          | Lincoln       | NE    | 68509      |         |
| Nebraska Dept. of Revenue                               |                             | P.O. Box 98934                  |                                |          | Lincoln       | NE    | 68509-8934 |         |
| Nebraska State Treasurer                                | Unclaimed Property Division | 809 P St                        |                                |          | Lincoln       | NE    | 68508-1390 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName          | Address1   | Address2                         | Address3 | City            | State | Zip        | Country |
|---|-----------------------------|--|----------------------------------|----------|-----------------|-------|------------|---------|
| Nederman                                |                             | 4404 Chesapeake Drive  |                                  |          | Charlotte       | NC    | 28216      |         |
| Needham, Connor                         |                             | Address on File  |                                  |          |                 |       |            |         |
| Neel, Bradley E.                        |                             | Address on File  |                                  |          |                 |       |            |         |
| Neel, Cyrus                             |                             | Address on File  |                                  |          |                 |       |            |         |
| Neeley, Marva                           |                             | Address on File  |                                  |          |                 |       |            |         |
| Neely, Jeffery A.                       |                             | Address on File  |                                  |          |                 |       |            |         |
| Neely, Jewelle                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Neese, Jeffrey                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Neff, Traci L.                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Negrete, Matthew L.                     |                             | Address on File  |                                  |          |                 |       |            |         |
| Neil, Neceta                            |                             | Address on File  |                                  |          |                 |       |            |         |
| Neily Jimenez                           |                             | Address on File  |                                  |          |                 |       |            |         |
| Neiman, Amy S.                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Nein, Amanda A.                         |                             | Address on File  |                                  |          |                 |       |            |         |
| Neisler, Maria Thereza N.               |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelsen, Allison                         |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Anthony A.                      |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Brenda J.                       |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Conner                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Jonathan                        |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Kwanis                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Leslie                          |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Lori                            |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Sara                            |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Steven R.                       |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Tiyreke J.                      |                             | Address on File  |                                  |          |                 |       |            |         |
| Nelson, Wendy M.                        |                             | Address on File  |                                  |          |                 |       |            |         |
| NEOFLAM AMERICAS                        |                             | B 327-335, No.188<br>DongHanMen South<br>Road, YuYao, ZheJiang |                                  |          | ZheJiang        | CA    | 92653      | China   |
| NEST International                      |                             | 550 Crescent Boulevard   |                                  |          | Gloucester City | NJ    | 08030      |         |
| Nested Organization & Design Inc.       |                             | 53 Great Pond Drive  |                                  |          | Boxford         | MA    | 01921      |         |
| Netherton, Carson C.                    |                             | Address on File  |                                  |          |                 |       |            |         |
| NetSupport Inc                          |                             | 6120 Windward Parkway  | Suite 240                        |          | Alpharetta      | GA    | 30005      |         |
| Network Solutions                       |                             | P.O. Box 17305   |                                  |          | Baltimore       | MD    | 21297-0525 |         |
| Neuburger, Jordan                       |                             | Address on File  |                                  |          |                 |       |            |         |
| Neuhalfen, Jennifer H.                  |                             | Address on File  |                                  |          |                 |       |            |         |
| Neuhalfen, Nicholas                     |                             | Address on File  |                                  |          |                 |       |            |         |
| Neuman, Jeffrey                         |                             | Address on File  |                                  |          |                 |       |            |         |
| Neumann, Charles J.                     |                             | Address on File  |                                  |          |                 |       |            |         |
| Neumiller, Melody                       |                             | Address on File  |                                  |          |                 |       |            |         |
| Neustadt Kardon, Michelle H.            |                             | Address on File  |                                  |          |                 |       |            |         |
| Nevada Attorney General                 | Attn Bankruptcy Department  | Old Supreme Ct. Bldg.  | 100 N. Carson St                 |          | Carson City     | NV    | 89701      |         |
| Nevada Department of Taxation           |                             | 1550 College Pkwy Suite 115                                    |                                  |          | Carson City     | NV    | 89706      |         |
| Nevada Office of the State<br>Treasurer | Unclaimed Property Division | Grant Sawyer Bldg  | 555 E Washington Ave Ste<br>4200 |          | Las Vegas       | NV    | 89101      |         |
| Nevada Power Company DBA NV<br>Energy   |                             | PO Box 98910   |                                  |          | Las Vegas       | NV    | 89151-0001 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                   | CreditorNoticeName                       | Address1                          | Address2                           | Address3   | City        | State | Zip        | Country  |
|--|--|-----------------------------------|------------------------------------|------------|-------------|-------|------------|----------|
| Nevada Power Company DBA NV Energy             |  | 6226 W. Sahara Ave.               |                                    |            | Las Vegas   | NV    | 89146      |          |
| NEW ARRIVA CO., LTD.                           |  | 131 SOI CHAROENRAT 7 YAEK 7       | BANGKLO,BANGKOLEAM,                |            | BANGKOK     |       | 10120      | Thailand |
| New Arriva Co., Ltd.                           |  | 599/118-119 Soi Watchannai        | Pradue 1 Rd., Bangklo, Bangkoklaem |            | Bangkok     |       | 10120      | Thailand |
| New Benefits, LTD                              |  | 14240 Proton Rd                   |                                    |            | Dallas      | TX    | 75244      |          |
| New Hampshire Attorney General                 | Attn Bankruptcy Department               | 33 Capitol St.                    |                                    |            | Concord     | NH    | 03301      |          |
| New Hampshire Department of Justice            | Charitable Trusts Unit                   | 33 Capitol Street                 |                                    |            | Concord     | NH    | 03301      |          |
| New Hampshire Department of Revenue            |  | 109 Pleasant Street               |                                    |            | Concord     | NH    | 03301      |          |
| New Hampshire State Treasury                   | Abandoned and Unclaimed Property         | 25 Capitol St, Room 121           |                                    |            | Concord     | NH    | 03301      |          |
| New Jersey American Water Company              |  | P.O. Box 371331                   |                                    |            | Pittsburgh  | PA    | 15250-7331 |          |
| New Jersey American Water Company              |  | 1 Water Street                    |                                    |            | Camden      | NJ    | 08102      |          |
| New Jersey Attorney General                    | Attn Bankruptcy Department               | Richard J. Hughes Justice Complex | 25 Market St                       | PO Box 080 | Trenton     | NJ    | 08625-0080 |          |
| New Mexico Attorney General                    | Attn Bankruptcy Department               | 408 Galisteo St                   | Villagra Building                  |            | Santa Fe    | NM    | 87501      |          |
| New Mexico Gas Company                         |  | PO Box 27885                      |                                    |            | Albuquerque | NM    | 87125-7885 |          |
| New Mexico Gas Company                         |  | 1625 Rio Bravo SW Suite 27 87105  |                                    |            | Albuquerque | NM    | 87105      |          |
| New Mexico Secretary of State                  |  | 325 Don Gaspar STE 300            |                                    |            | Santa Fe    | NM    | 87501      |          |
| New Mexico Taxation and Revenue Dept           | Unclaimed Property Office                | 1200 South St Francis Dr          |                                    |            | Santa Fe    | NM    | 87504      |          |
| New York Attorney General                      | Attn Bankruptcy Department               | Office of the Attorney General    | The Capitol, 2nd Fl.               |            | Albany      | NY    | 12224-0341 |          |
| New York City Department of Finance            |  | P.O. Box 5040                     |                                    |            | Kingston    | NY    | 12402-5040 |          |
| New York Life Insurance Company                |  | 51 Madison Avenue Room 207        |                                    |            | New York    | NY    | 10010      |          |
| New York State Corporation Tax                 |  | Processing Unit P. O. Box 1909    |                                    |            | Albany      | NY    | 12201-1909 |          |
| New York State Corporation Tax                 |  | P. O. Box 1909                    |                                    |            | Albany      | NY    | 12201-1909 |          |
| New York State Ofc of theState Comptroller     | Ofc of Unclaimed Fund-Remittance Control | 110 State Street-2nd floor        |                                    |            | Albany      | NY    | 12236      |          |
| New York State Office of the State Comptroller | Office of Unclaimed Funds                | 110 State St                      |                                    |            | Albany      | NY    | 12236      |          |
| New York State Sales Tax                       |  | P.O. Box 1208                     |                                    |            | New York    | NY    | 10116-1208 |          |
| New York State Sales Tax                       |  | JAF Building                      | P.O. Box 1208                      |            | New York    | NY    | 10116-1208 |          |
| NewAlley Innovations, Inc.                     |  | 9854 National Blvd #545           |                                    |            | Los Angeles | CA    | 90034      |          |
| Newbridge Marketing, LLC                       |  | 3303 N. Mississippi Avenue        | Suite 500                          |            | Portland    | OR    | 97227      |          |
| Newby, Jason D.                                |  | Address on File                   |                                    |            |             |       |            |          |
| Newell Brand Distribution LLC                  |  | 75 Remittance Drive, Suite 1167   |                                    |            | Chicago     | IL    | 60675-1167 |          |
| NEWELL BRAND DISTRIBUTION LLC                  |  | 6655 Peachtree Dunwoody Road      |                                    |            | Atlanta     | GA    | 30328      |          |

**Exhibit G**  
**Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties**  
**Served via First Class Mail**

| CreditorName                                  | CreditorNoticeName | Address1           | Address2      | Address3 | City         | State | Zip        | Country |
|---|--------------------|--------------------|---------------|----------|--------------|-------|------------|---------|
| Newell Normand Sheriff and Tax Collector      |                    | PO Box 248         |               |          | Gretna       | LA    | 70054      |         |
| Newsom, Melissa                               |                    | Address on File    |               |          |              |       |            |         |
| Newsome, Linda                                |                    | Address on File    |               |          |              |       |            |         |
| Newton, Chelsea L.                            |                    | Address on File    |               |          |              |       |            |         |
| Newton, Genesis Z.                            |                    | Address on File    |               |          |              |       |            |         |
| Newton, Jackeline                             |                    | Address on File    |               |          |              |       |            |         |
| Newton, Jennifer K.                           |                    | Address on File    |               |          |              |       |            |         |
| Nexis3  |                    | 1681 Lyell Ave,    |               |          | Rochester    | NY    | 14606      |         |
| NextStep Recruiting, LLC                      |                    | 4400 State Hwy 121 | Suite 300-378 |          | Lewisville   | TX    | 75056      |         |
| Ney, Patricia R.                              |                    | Address on File    |               |          |              |       |            |         |
| Nez, Matthew A.                               |                    | Address on File    |               |          |              |       |            |         |
| NFI Industries                                |                    | 3663 Oates Rd      |               |          | Houston      | TX    | 77013      |         |
| Ngala, Ronald S.                              |                    | Address on File    |               |          |              |       |            |         |
| Ngo, Kien T.                                  |                    | Address on File    |               |          |              |       |            |         |
| Ngo, Melissa                                  |                    | Address on File    |               |          |              |       |            |         |
| Ngo, Patrick                                  |                    | Address on File    |               |          |              |       |            |         |
| Ngome, Michelle                               |                    | Address on File    |               |          |              |       |            |         |
| Ngongpan, Hubert C.                           |                    | Address on File    |               |          |              |       |            |         |
| Ngu, Mike                                     |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Brenda                                |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Chanelle                              |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Christy                               |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Dennis H.                             |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Huy A.                                |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, John                                  |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, John Q.                               |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Phetdala                              |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Steve M.                              |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Thao-Vy                               |                    | Address on File    |               |          |              |       |            |         |
| Nguyen, Tina                                  |                    | Address on File    |               |          |              |       |            |         |
| Ngwakwe, Anthony                              |                    | Address on File    |               |          |              |       |            |         |
| Nicasio-Gino, Claire                          |                    | Address on File    |               |          |              |       |            |         |
| Nicholson, Easton L.                          |                    | Address on File    |               |          |              |       |            |         |
| Nicholson, Sarah M.                           |                    | Address on File    |               |          |              |       |            |         |
| Nichoson, Gabrielle                           |                    | Address on File    |               |          |              |       |            |         |
| Nickinello, Nancy L.                          |                    | Address on File    |               |          |              |       |            |         |
| Nicks Landscaping                             |                    | 28 Andover Road    |               |          | Hartsdale    | NY    | 10530      |         |
| Nicol Scales & Measurement                    |                    | PO Box 222288      |               |          | Dallas       | TX    | 75222-2288 |         |
| Nicole Barger                                 |                    | Address on File    |               |          |              |       |            |         |
| Nicole Beth Otto                              |                    | Address on File    |               |          |              |       |            |         |
| Nicole Beverly -Simply Seaside Organizing LLC |                    | 85 Via Cartaya     |               |          | San Clemente | CA    | 92673      |         |
| Nicole Cerami                                 |                    | Address on File    |               |          |              |       |            |         |
| Nicole Cole DBA Polished Playhouse, LLC       |                    | Address on File    |               |          |              |       |            |         |
| NICOLE HUNTER                                 |                    | Address on File    |               |          |              |       |            |         |
| Nicole Jackson                                |                    | Address on File    |               |          |              |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName   | Address1  | Address2               | Address3 | City         | State | Zip        | Country |
|--|----------------------|---|------------------------|----------|--------------|-------|------------|---------|
| Nicole Longo LLC                           |                      | 13071 Bluff Creek Drive                                       |                        |          | Los Angeles  | CA    | 90094      |         |
| Nicole Patterson                           |                      | Address on File   |                        |          |              |       |            |         |
| Nicor Gas                                  | c/o Southern Company | 30 Ivan Allen Jr. Boulevard,<br>N.W.                          |                        |          | Atlanta      | GA    | 30308      |         |
| Nicor Gas                                  |                      | PO Box 5407   |                        |          | Carol Stream | IL    | 60197-5407 |         |
| Nicor Gas                                  |                      | PO BOX 2020   |                        |          | Aurora       | IL    | 60507-2020 |         |
| Nicoud, Shay B.                            |                      | Address on File   |                        |          |              |       |            |         |
| Niederhauser, Scott C.                     |                      | Address on File   |                        |          |              |       |            |         |
| Nielsen, Anne B.                           |                      | Address on File   |                        |          |              |       |            |         |
| Nielsen, Evan A.                           |                      | Address on File   |                        |          |              |       |            |         |
| Nielsen, John M.                           |                      | Address on File   |                        |          |              |       |            |         |
| Niesen, Lisa M.                            |                      | Address on File   |                        |          |              |       |            |         |
| Nieto Giovanini, Gretchen G.               |                      | Address on File   |                        |          |              |       |            |         |
| Nieto, Carol A.                            |                      | Address on File   |                        |          |              |       |            |         |
| Nieves, Glynnis D.                         |                      | Address on File   |                        |          |              |       |            |         |
| Nieves, Nickolas F.                        |                      | Address on File   |                        |          |              |       |            |         |
| NIFTY HOME PRODUCTS, INC.                  |                      | 50 Walnut Ave.  |                        |          | Madison Lake | MN    | 56063      |         |
| NIFTY HOME PRODUCTS, INC.                  |                      | 920 Walnut Ave.   |                        |          | Madison Lake | MN    | 56063      |         |
| NIKKI BOURLAND                             |                      | Address on File   |                        |          |              |       |            |         |
| Nikki Cherian                              |                      | Address on File   |                        |          |              |       |            |         |
| Nilak, Ojas                                |                      | Address on File   |                        |          |              |       |            |         |
| Nimetz, Susan                              |                      | Address on File   |                        |          |              |       |            |         |
| Nimmons, Cheaunthena                       |                      | Address on File   |                        |          |              |       |            |         |
| NINGBO DELI IMP.&EXP.CO.,LTD.              |                      | 301 Xuxiake Rd., Deli Xinling<br>Industrial Zone,             | Ninghai County, Ningbo |          | Zhejiang     |       | 315600     | China   |
| NINGBO SYLOON IMP & EXP<br>CO., LTD        |                      | No.2, Zhenxing Road, Xiaogang                                 |                        |          | Ningbo       |       | 315803     | China   |
| NINGBO VACANE IMPORT &<br>EXPORT CO., LTD. |                      | No 132,Chenzhan West<br>Road,Huangtan<br>town,Ninghai,Ningbo, |                        |          | Zhejiang     |       | 315600     | China   |
| Nipper, Elizabeth L.                       |                      | Address on File   |                        |          |              |       |            |         |
| Nita Lafferty                              |                      | Address on File   |                        |          |              |       |            |         |
| Nitchman, Veronica                         |                      | Address on File   |                        |          |              |       |            |         |
| Nite Ize, Inc.                             |                      | 5660 Central Ave  |                        |          | Boulder      | CO    | 80301      |         |
| Nix, Kimberly                              |                      | Address on File   |                        |          |              |       |            |         |
| Nix, Lauren                                |                      | Address on File   |                        |          |              |       |            |         |
| Njuguna, Elijah                            |                      | Address on File   |                        |          |              |       |            |         |
| Nkwonta, Christie C.                       |                      | Address on File   |                        |          |              |       |            |         |
| NM NYC LLC                                 |                      | 154 Avenue E, Apt C-106                                       |                        |          | Bayonne      | NJ    | 07002      |         |
| NM Taxation and Revenue<br>Department      |                      | PO Box 25128  |                        |          | Santa Fe     | NM    | 87504-5128 |         |
| NMR DISTRIBUTION AMERICA                   |                      | 28912 Avenue Paine  |                        |          | Valencia     | CA    | 91355      |         |
| Nodley, Christina S.                       |                      | Address on File   |                        |          |              |       |            |         |
| Nodpod                                     |                      | 4335 Pacific St. Suite C                                      |                        |          | Rocklin      | CA    | 95677      |         |
| Noe, Caitlin C.                            |                      | Address on File   |                        |          |              |       |            |         |
| Noel I, Walter G.                          |                      | Address on File   |                        |          |              |       |            |         |
| Noel, Takasia                              |                      | Address on File   |                        |          |              |       |            |         |
| Noell Cain                                 |                      | Address on File   |                        |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName                      | Address1                             | Address2            | Address3 | City             | State | Zip        | Country |
|--|---|--------------------------------------|---------------------|----------|------------------|-------|------------|---------|
| Noemi Mendez                                 |   | Address on File                      |                     |          |                  |       |            |         |
| Noertker, Cadee L.                           |   | Address on File                      |                     |          |                  |       |            |         |
| Nolasko-Lopez Jr., Oscar A.                  |   | Address on File                      |                     |          |                  |       |            |         |
| Nolker, John O.                              |   | Address on File                      |                     |          |                  |       |            |         |
| Nori Inc.                                    |   | 499 Silvermine Road                  |                     |          | New Canaan       | CT    | 06840      |         |
| Noriega, Sixto                               |   | Address on File                      |                     |          |                  |       |            |         |
| NORINE RUDOLPH                               |   | Address on File                      |                     |          |                  |       |            |         |
| Norise, Jayla                                |   | Address on File                      |                     |          |                  |       |            |         |
| Norman II, Steven A.                         |   | Address on File                      |                     |          |                  |       |            |         |
| Norman, Briana N.                            |   | Address on File                      |                     |          |                  |       |            |         |
| Norman, Jaylon D.                            |   | Address on File                      |                     |          |                  |       |            |         |
| Norman, Xander                               |   | Address on File                      |                     |          |                  |       |            |         |
| Norris, Deborah L.                           |   | Address on File                      |                     |          |                  |       |            |         |
| Norris, Michael                              |   | Address on File                      |                     |          |                  |       |            |         |
| Norris, Ryan                                 |   | Address on File                      |                     |          |                  |       |            |         |
| Norris, Trinitee                             |   | Address on File                      |                     |          |                  |       |            |         |
| North & Clybourn L.L.C.                      |   | 401 N. Michigan Ave Suite 1750       |                     |          | Chicago          | IL    | 60611      |         |
| North American Parking, LLC                  |   | 73 Market Street                     | Suite 145           |          | Yonkers          | NY    | 10710      |         |
| North Carolina Attorney General              | Attn Bankruptcy Department              | 9001 Mail Service Center             |                     |          | Raleigh          | NC    | 27699-9001 |         |
| North Carolina Department of Revenue         |   | PO Box 25000                         |                     |          | Raleigh          | NC    | 27640-0700 |         |
| North Carolina Department of State Treasurer |   | 3200 Atlantic Avenue                 |                     |          | Raleigh          | NC    | 27604-1668 |         |
| North Carolina Dept of State Treasurer       | Unclaimed Property Division             | PO Box 20431                         |                     |          | Raleigh          | NC    | 27619-0431 |         |
| North Carolina Secretary of State            | Secretary of State                      | PO Box 29622                         |                     |          | Raleigh          | NC    | 27626      |         |
| North Carolina Secretary of State            |   | PO Box 29622                         |                     |          | Raleigh          | NC    | 27626-0622 |         |
| North Dakota Attorney General                | Attn Bankruptcy Department              | 600 E. Boulevard Ave.                | Dept 125            |          | Bismarck         | ND    | 58505-0040 |         |
| North Dakota State Land Dept                 | Unclaimed Property Division             | 1707 N 9th St                        |                     |          | Bismarck         | ND    | 58501-1853 |         |
| North Dakota State Tax Commissioner          |   | PO Box 5623                          |                     |          | Bismarck         | ND    | 58506      |         |
| North Hills School District Tax Office       |   | 135 Sixth Avenue                     |                     |          | Pittsburgh       | PA    | 15229      |         |
| North Shore Gas                              |   | PO Box 6050                          |                     |          | Carol Stream     | IL    | 60197-6050 |         |
| North Shore Gas                              |   | 200 E. Randolph St.                  |                     |          | Chicago          | IL    | 60601-6302 |         |
| Northbrook SUB, LLC                          | Central States Equities Region          | Principal Real Estate Investors, LLC | 801 Grand Ave       |          | Des Moines       | IA    | 50392-1370 |         |
| NorthWest Handling Systems, Inc.             |   | PO Box 749861                        |                     |          | Los Angeles      | CA    | 90074-9861 |         |
| Northwestern Mutual Life Insurance Company   | Attn Real Estate Inv. Dept, Loan 344090 | 720 E. Wisconsin Ave                 |                     |          | Milwaukee        | WI    | 53202      |         |
| Norton, Brenda T.                            |   | Address on File                      |                     |          |                  |       |            |         |
| Norton, Janice                               |   | Address on File                      |                     |          |                  |       |            |         |
| Norton, Mia C.                               |   | Address on File                      |                     |          |                  |       |            |         |
| NOSHINKU INC                                 |   | Noshinku Inc.                        | 5-26 46th Ave Flr 3 |          | Long Island City | NY    | 11101      |         |
| NOSHINKU INC                                 |   | 5-26 46th Ave                        | FLR 3               |          | Long Island City | NY    | 11101      |         |
| Noshinku, Inc.                               |   | 526 46th Ave. Floor 3                |                     |          | Long Island City | NY    | 11101      |         |
| NOTABAG                                      |   | 320 East 65th Street                 | Suite 624           |          | New York         | NY    | 10065      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName        | Address1                                    | Address2        | Address3 | City           | State | Zip        | Country |
|---------------------------------|---------------------------|---|-----------------|----------|----------------|-------|------------|---------|
| Notabag                         |                           | 12224 Aiken Rd Ste 311                      |                 |          | Louisville     | KY    | 40223      |         |
| Notarianni, Robin M.            |                           | Address on File                             |                 |          |                |       |            |         |
| Noted, LLC.                     |                           | PO Box 37                                   |                 |          | West Simsbury  | CT    | 06092      |         |
| Notes & Queries                 |                           | 9003 Yellow Brick Road                      |                 |          | Baltimore      | MD    | 21237      |         |
| Notes Candles LLC               |                           | 951 S Pine Street                           |                 |          | Spartanburg    | SC    | 29302      |         |
| Nottie, Raynett                 |                           | Address on File                             |                 |          |                |       |            |         |
| Novak, Deborah S.               |                           | Address on File                             |                 |          |                |       |            |         |
| Novakovich, Samantha            |                           | Address on File                             |                 |          |                |       |            |         |
| Novich, Kathleen J.             |                           | Address on File                             |                 |          |                |       |            |         |
| Novogradac, Alexandra L.        |                           | Address on File                             |                 |          |                |       |            |         |
| Novum                           |                           | 300 W. Valley Blvd                          | #A20            |          | Alhambra       | CA    | 91803      |         |
| NOVUS 2 LLC                     |                           | 650 Pelham Blvd                             | Suite 100       |          | St. Paul       | MN    | 55114      |         |
| NOVUS INC.                      |                           | 650 Pelham Blvd                             | Ste. 100        |          | Saint Paul     | MN    | 55114      |         |
| Nowlin, Kelsey R.               |                           | Address on File                             |                 |          |                |       |            |         |
| NRG Software, LLC               |                           | 179 Broadway                                |                 |          | Milwaukee      | WI    | 53202      |         |
| Nugent, Levi D.                 |                           | Address on File                             |                 |          |                |       |            |         |
| Nugent, Monica                  |                           | Address on File                             |                 |          |                |       |            |         |
| Nunemaker, Zoe K.               |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez paulino, Alonzo           |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez, Belinda                  |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez, Eliza                    |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez, Miguel A.                |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez, Muneera                  |                           | Address on File                             |                 |          |                |       |            |         |
| Nunez, Yameli                   |                           | Address on File                             |                 |          |                |       |            |         |
| Nunley, Chandler                |                           | Address on File                             |                 |          |                |       |            |         |
| Nunley, Gage                    |                           | Address on File                             |                 |          |                |       |            |         |
| Nunn, Morgan                    |                           | Address on File                             |                 |          |                |       |            |         |
| Nunziato, Brooke                |                           | Address on File                             |                 |          |                |       |            |         |
| NV Energy/30150 South Nevada    |                           | PO Box 30150                                |                 |          | Reno           | NV    | 89520-3150 |         |
| NW Natural                      |                           | PO BOX 6017                                 |                 |          | Portland       | OR    | 97228-6017 |         |
| NW Natural                      |                           | 250 SW Taylor St.                           |                 |          | Portland       | OR    | 97204      |         |
| Nylen, Kenneth W.               |                           | Address on File                             |                 |          |                |       |            |         |
| NYS Unemployment Insurance      |                           | PO Box 4301                                 |                 |          | Binghamton     | NY    | 13902-4301 |         |
| NYSE Market, Inc                |                           | Box #223695                                 |                 |          | Pittsburgh     | PA    | 15251-2695 |         |
| Nzeme, Dennis T.                |                           | Address on File                             |                 |          |                |       |            |         |
| O'Neill, James P.               |                           | Address on File                             |                 |          |                |       |            |         |
| O.C. Tanner Recognition Company |                           | 1930 South State Street                     |                 |          | Salt Lake City | UT    | 84115-2311 |         |
| o9 Solutions, Inc.              |                           | 1501 Lyndon B Johnson<br>Freeway, Suite 140 |                 |          | Dallas         | TX    | 75234      |         |
| Oakbrook Glass Center Inc.      |                           | 962 Oak Creek Drive                         |                 |          | Lombard        | IL    | 60148-5789 |         |
| Oakbrook Shopping Center LLC    |                           | SDS-12-2892                                 | PO Box 86       |          | Minneapolis    | MN    | 55486-2892 |         |
| Oakbrook Shopping Center, LLC   | c/o Brookfield Properties | 350 N. Orleans St.                          | Oakbrook Center |          | Chicago        | IL    | 60654-1607 |         |
| Oakbrook Shopping Center, LLC   |                           | 100 Oakbrook Center                         | Oakbrook Center |          | Oak brook      | IL    | 60523      |         |
| OAKFAIR INDUSTRIAL, INC.        |                           | 96 Linwood Plaza #325                       |                 |          | Fort Lee       | NJ    | 07024-3701 |         |
| Oakfair Industrial, LLC         |                           | #325 96 LINWOOD PLAZA                       |                 |          | FORT LEE       | NJ    | 07024      |         |
| Oakley, Tiona V.                |                           | Address on File                             |                 |          |                |       |            |         |
| Oates, Courtney J.              |                           | Address on File                             |                 |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName  | CreditorNoticeName                   | Address1                    | Address2                            | Address3 | City           | State | Zip        | Country   |
|---|--------------------------------------|-----------------------------|-------------------------------------|----------|----------------|-------|------------|-----------|
| Oberhuber, Shayne E.                                    |                                      | Address on File             |                                     |          |                |       |            |           |
| Oberly, Lisa A.   |                                      | Address on File             |                                     |          |                |       |            |           |
| Oblak, Joan M.  |                                      | Address on File             |                                     |          |                |       |            |           |
| Obrovac, Frances A.                                     |                                      | Address on File             |                                     |          |                |       |            |           |
| Ocampo, Frances   |                                      | Address on File             |                                     |          |                |       |            |           |
| Ocean, Sailor   |                                      | Address on File             |                                     |          |                |       |            |           |
| Ocegueda, Athziri                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| OCG Products, LLC                                       |                                      | 28 Olmsted St               |                                     |          | Birmingham     | AL    | 35242      |           |
| Ochoa Sr., Edvin  |                                      | Address on File             |                                     |          |                |       |            |           |
| Ochoa, Amelia   |                                      | Address on File             |                                     |          |                |       |            |           |
| Ochoa, Cynthia  |                                      | Address on File             |                                     |          |                |       |            |           |
| Ochs, Tanner  |                                      | Address on File             |                                     |          |                |       |            |           |
| OConnor, Grace A.                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| OConnor, Nora   |                                      | Address on File             |                                     |          |                |       |            |           |
| Octopus Deploy Pty. Ltd.                                |                                      | Level 4, 199 Grey St        |                                     |          | South Brisbane | QLD   | 4101       | Australia |
| Odems, Ledarius   |                                      | Address on File             |                                     |          |                |       |            |           |
| Odom, Tajaylah L.                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| Odom, William R.  |                                      | Address on File             |                                     |          |                |       |            |           |
| ODonnell, Caleigh                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| ODonnell, Dianne M.                                     |                                      | Address on File             |                                     |          |                |       |            |           |
| ODonnell, Natalie                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| ODonnell, Tamara  |                                      | Address on File             |                                     |          |                |       |            |           |
| Oestreicher, Veronica K.                                |                                      | Address on File             |                                     |          |                |       |            |           |
| Office Depot, Inc.                                      |                                      | PO Box 70025                |                                     |          | Los Angeles    | CA    | 90074-0025 |           |
| Office of Alabama State Treasurer                       | Unclaimed Property Division          | RSA Union Building          | 100 North Union Street<br>Suite 636 |          | Montgomery     | AL    | 36104      |           |
| Office of Colorado State Treasurer                      | The Great Colorado Payback<br>Office | 200 E. Colfax Ave. Room 141 |                                     |          | Denver         | CO    | 80203-1722 |           |
| Office of the Commissioner of<br>Financial Institutions | Unclaimed Property                   | PO Box 11855                |                                     |          | San Juan       | PR    | 00910-3855 |           |
| Office of the Illinois State Treasurer                  | Unclaimed Property Division          | P.O. Box 19496              |                                     |          | Springfield    | IL    | 62794-9496 |           |
| Office of the Kansas State<br>Treasurer                 | Reporting Section                    | 900 SW Jackson, Suite 201   |                                     |          | Topeka         | KS    | 66612      |           |
| Office of the State Treasurer of<br>Illinois            | Unclaimed Property Division          | Marine Bank Building        | 1 East Old State Capitol<br>Plaza   |          | Springfield    | IL    | 62701      |           |
| Ofwono, Alfred R.                                       |                                      | Address on File             |                                     |          |                |       |            |           |
| OG&E -Oklahoma Gas & Electric<br>Service                |                                      | P.O. Box 24990              |                                     |          | Oklahoma City  | OK    | 73124-0990 |           |
| OG&E -Oklahoma Gas & Electric<br>Service                |                                      | 321 North Harvey            |                                     |          | Oklahoma City  | OK    | 73102-3405 |           |
| Ogletree, Deakins, Nash, Smoak &<br>Stewart, PC         |                                      | 50 International Drive      | Patewood IV, Suite 300              |          | Greenville     | SC    | 29615      |           |
| Ogletree, Gregory A.                                    |                                      | Address on File             |                                     |          |                |       |            |           |
| Ogren, Anna   |                                      | Address on File             |                                     |          |                |       |            |           |
| Ogretta Ellis   |                                      | Address on File             |                                     |          |                |       |            |           |
| Ogunleye, Taiwo J.                                      |                                      | Address on File             |                                     |          |                |       |            |           |
| Ohio Attorney General                                   | Attn Bankruptcy Department           | 50 E. Broad Street 17th Fl  |                                     |          | Columbus       | OH    | 43215      |           |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                        | CreditorNoticeName          | Address1                          | Address2 | Address3 | City          | State | Zip        | Country |
|-------------------------------------|-----------------------------|-----------------------------------|----------|----------|---------------|-------|------------|---------|
| Ohio Bureau of Workers Compensation |                             | 30 West Spring Street             |          |          | Columbus      | OH    | 43215-2256 |         |
| Ohio Dept of Commerce               | Division of Unclaimed Funds | 77 South High St 20th Fl          |          |          | Columbus      | OH    | 43215-6108 |         |
| Ohle-Rolls, Ariana                  |                             | Address on File                   |          |          |               |       |            |         |
| Oister, Sarah C.                    |                             | Address on File                   |          |          |               |       |            |         |
| Oje Alexis                          |                             | Address on File                   |          |          |               |       |            |         |
| Ojeda, Ivanna                       |                             | Address on File                   |          |          |               |       |            |         |
| Ojuolape, Teniola                   |                             | Address on File                   |          |          |               |       |            |         |
| Okada, Joanne K.                    |                             | Address on File                   |          |          |               |       |            |         |
| OKeefe, Timothy P.                  |                             | Address on File                   |          |          |               |       |            |         |
| OKelley, Kathy P.                   |                             | Address on File                   |          |          |               |       |            |         |
| Oklahoma Attorney General           | Attn Bankruptcy Department  | 313 NE 21st St                    |          |          | Oklahoma City | OK    | 73105      |         |
| Oklahoma County Treasurer           |                             | PO Box 268875                     |          |          | Oklahoma City | OK    | 73126      |         |
| Oklahoma Natural Gas Co Kansas City |                             | 15 East Fifth Street              |          |          | Tulsa         | OK    | 74103      |         |
| Oklahoma Natural Gas Co Kansas City |                             | PO Box 219296                     |          |          | Kansas City   | MO    | 64121-9296 |         |
| Oklahoma Secretary of State         |                             | 421 N.W. 13th Suite 210           |          |          | Oklahoma City | OK    | 73103      |         |
| Oklahoma State Treasurer            | Unclaimed Property Division | 9520 N. May Ave., Lower Level     |          |          | Oklahoma City | OK    | 73120      |         |
| Oklahoma Tax Commission             |                             | P.O. Box 269045                   |          |          | Oklahoma City | OK    | 73126      |         |
| Okonkwo, Miracle                    |                             | Address on File                   |          |          |               |       |            |         |
| Okoye, Tiffany N.                   |                             | Address on File                   |          |          |               |       |            |         |
| Okpara, Jessica K.                  |                             | Address on File                   |          |          |               |       |            |         |
| Okunas, Sima                        |                             | Address on File                   |          |          |               |       |            |         |
| Olais, Alondra                      |                             | Address on File                   |          |          |               |       |            |         |
| Olaniyi, Olatunde M.                |                             | Address on File                   |          |          |               |       |            |         |
| Olde Thompson, LLC                  |                             | 3250 Camino Del Sol               |          |          | Oxnard        | CA    | 93030      |         |
| Oldfield, Patricia W.               |                             | Address on File                   |          |          |               |       |            |         |
| Olguin, Nataly A.                   |                             | Address on File                   |          |          |               |       |            |         |
| OLIBLOCK                            |                             | 380 cumberland street             |          |          | san francisco | CA    | 94114      |         |
| Oliblock                            |                             | 101 Point Lobos Avenue, Suite#307 |          |          | San Francisco | CA    | 94121      |         |
| Olinger, Carrie L.                  |                             | Address on File                   |          |          |               |       |            |         |
| Olivares Cabrera, Cinthia L.        |                             | Address on File                   |          |          |               |       |            |         |
| Olivares, Alejandra T               |                             | Address on File                   |          |          |               |       |            |         |
| Olivarez Morneo, Jazmin E.          |                             | Address on File                   |          |          |               |       |            |         |
| Olive Wren Inc                      |                             | 169 Madison Ave #2320             |          |          | New York      | NY    | 10016      |         |
| OLIVE WREN INC                      |                             | 108 Sonrisa Dr                    |          |          | Liberty Hill  | TX    | 78642      |         |
| Oliveira, Lauren                    |                             | Address on File                   |          |          |               |       |            |         |
| Oliveira, Sara                      |                             | Address on File                   |          |          |               |       |            |         |
| Oliver Rodriguez                    |                             | Address on File                   |          |          |               |       |            |         |
| Oliver, Boston                      |                             | Address on File                   |          |          |               |       |            |         |
| Oliver, Jatoya                      |                             | Address on File                   |          |          |               |       |            |         |
| Oliver, Rachel C.                   |                             | Address on File                   |          |          |               |       |            |         |
| Oliver, Stephanie E.                |                             | Address on File                   |          |          |               |       |            |         |
| Olivera, Nichole                    |                             | Address on File                   |          |          |               |       |            |         |
| Olivera, Patricia                   |                             | Address on File                   |          |          |               |       |            |         |
| Oliveri, Michael A.                 |                             | Address on File                   |          |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                            | CreditorNoticeName | Address1                     | Address2                        | Address3 | City            | State | Zip    | Country |
|---|--------------------|------------------------------|---------------------------------|----------|-----------------|-------|--------|---------|
| Oliveri, Shelby C.                      |                    | Address on File              |                                 |          |                 |       |        |         |
| Olivieri, Anna V.                       |                    | Address on File              |                                 |          |                 |       |        |         |
| Olivo, Cynthia                          |                    | Address on File              |                                 |          |                 |       |        |         |
| Ollivier Gershkovich, Manon             |                    | Address on File              |                                 |          |                 |       |        |         |
| Olmos, Roxanne                          |                    | Address on File              |                                 |          |                 |       |        |         |
| Olsen, Gregory A.                       |                    | Address on File              |                                 |          |                 |       |        |         |
| Olsen, Laura                            |                    | Address on File              |                                 |          |                 |       |        |         |
| Olson Visual, Inc                       |                    | 13000 Weber Way              |                                 |          | Hawthorne       | CA    | 90250  |         |
| Olson, Isabel B.                        |                    | Address on File              |                                 |          |                 |       |        |         |
| Olson, Joss T.                          |                    | Address on File              |                                 |          |                 |       |        |         |
| Olson, Rachel A.                        |                    | Address on File              |                                 |          |                 |       |        |         |
| Olson, Tucker                           |                    | Address on File              |                                 |          |                 |       |        |         |
| Olvera, Estefany                        |                    | Address on File              |                                 |          |                 |       |        |         |
| Olympia International LLC               |                    | 10624 S Eastern Ave STE A723 |                                 |          | Henderson       | NV    | 89052  |         |
| OMalley Chow, Catherine M.              |                    | Address on File              |                                 |          |                 |       |        |         |
| OMalley, Barbara                        |                    | Address on File              |                                 |          |                 |       |        |         |
| OMY Design & Play, Inc.                 |                    | 18 Olsen Road                |                                 |          | Rhinebeck       | NY    | 12572  |         |
| On Set Management                       |                    | 5306 Goodwin Ave             |                                 |          | Dallas          | TX    | 75206  |         |
| ONE HOME BRANDS                         |                    | 104 W 27th Street Floor 7    |                                 |          | New York        | NY    | 10001  |         |
| One Home Brands, Inc                    |                    | 4 W 16th St                  | Apt 5B                          |          | New York        | NY    | 10011  |         |
| One Hundred 80 Degrees                  |                    | PO Box 11387                 |                                 |          | St. Paul        | MN    | 55111  |         |
| One Parking 150 Roosevelt, Inc          |                    | 477 South Rosemary Ave       |                                 |          | West Palm Beach | FL    | 33401  |         |
| ONeal, Jessica L.                       |                    | Address on File              |                                 |          |                 |       |        |         |
| ONeill, John W.                         |                    | Address on File              |                                 |          |                 |       |        |         |
| Ong, Melody P.                          |                    | Address on File              |                                 |          |                 |       |        |         |
| Ontis, Abby                             |                    | Address on File              |                                 |          |                 |       |        |         |
| OOCL Logistics USA Inc.                 |                    | 88 Pine Street 17th Floor    |                                 |          | New York        | NY    | 10005  |         |
| Ooi Seng Eng, FNU                       |                    | Address on File              |                                 |          |                 |       |        |         |
| Opak, Andrew                            |                    | Address on File              |                                 |          |                 |       |        |         |
| OPEN MIND DEVELOPMENTS<br>CORP DBA LOMI |                    | 87 Winding Way               |                                 |          | Woodcliff Lake  | NJ    | 07677  |         |
| Open Mind Developments Corp<br>DBA Lomi |                    | 604-460 Doyle Ave            |                                 |          | Kelowna         | BC    | V1Y0C2 | Canada  |
| OpenEdge Merchant Services              |                    | 2436 W 700 S                 |                                 |          | Pleasant Grove  | UT    | 84062  |         |
| OpenSesame Inc.                         |                    | PO Box 771470                |                                 |          | St. Louis       | MO    | 63177  |         |
| Operation Organize Me Simplify Me       |                    | 450 S. Abel St.              | PO Box 360129                   |          | Milpitas        | CA    | 95035  |         |
| Operchuck, Alina J.                     |                    | Address on File              |                                 |          |                 |       |        |         |
| Opopop, Inc.                            |                    | 2890 S Vallejo St.           |                                 |          | Englewood       | CO    | 80110  |         |
| Oppelt-Berggoetz, Saide K.              |                    | Address on File              |                                 |          |                 |       |        |         |
| Optimum Technologies, Inc               |                    | PO Box 1537                  |                                 |          | Cartersville    | GA    | 30120  |         |
| OPTIMUM TECHNOLOGIES, INC.              |                    | P. O. Box 1537               | 570 Joe Frank Harris<br>Parkway |          | Cartersville    | GA    | 30120  |         |
| OPTO International, Inc.                |                    | 1325 N Mittel Blvd           |                                 |          | Wood Dale       | IL    | 60191  |         |
| Oquendo Callamo, Yuricma                |                    | Address on File              |                                 |          |                 |       |        |         |
| Oquendo, Natali M.                      |                    | Address on File              |                                 |          |                 |       |        |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName                                  | Address1                        | Address2  | Address3 | City         | State | Zip        | Country |
|--|---|---------------------------------|-----------|----------|--------------|-------|------------|---------|
| Oracle America Inc                     |   | PO Box 203448                   |           |          | Dallas       | TX    | 75320-3448 |         |
| Orange Circle Studio Corporation       |   | 8687 Research Drive             | Suite 150 |          | Irvine       | CA    | 92618      |         |
| Orange County Tax Collector            |   | P.O. Box 1982                   |           |          | Santa Ana    | CA    | 92702      |         |
| Orange County Tax Collector            |   | PO Box 1438                     |           |          | Santa Ana    | CA    | 92702      |         |
| Orange County, FL Tax Collector        |   | PO Box 545100                   |           |          | Orlando      | FL    | 32854      |         |
| Oravetz, Stuart                        |   | Address on File                 |           |          |              |       |            |         |
| ORBIS CORPORATION                      |   | 39 WESTMORE DRIVE               |           |          | REXDALE      | ON    | M9V 3Y6    | Canada  |
| ORBIS Corporation                      |   | 1801 Parkview Drive 1st Floor   |           |          | Shoreview    | MN    | 55126      |         |
| ORBIS CORPORATION                      |   | 1055 Corporate Center Drive     |           |          | Oconomowoc   | WI    | 53066      |         |
| Ordonez, Gelber                        |   | Address on File                 |           |          |              |       |            |         |
| Ordonez, Melissa                       |   | Address on File                 |           |          |              |       |            |         |
| Ore, Sydney D.                         |   | Address on File                 |           |          |              |       |            |         |
| Oregon Attorney General                | Attn Bankruptcy Department                          | 1162 Court St. NE               |           |          | Salem        | OR    | 97301-4096 |         |
| Oregon Department of Revenue           |   | P.O. 14800                      |           |          | Salem        | OR    | 97309-0920 |         |
| Oregon Department of Revenue           |   | 867 Hawthorne Ave. SE           |           |          | Salem        | OR    | 97301      |         |
| Oregon Dept of State Lands             | Oregon State Treasury<br>Unclaimed Property Program | 867 Hawthorne Ave. SE           |           |          | Salem        | OR    | 97301      |         |
| Oreziak, Kahlan                        |   | Address on File                 |           |          |              |       |            |         |
| Orf, Barbara J.                        |   | Address on File                 |           |          |              |       |            |         |
| Organized by Blaire, LLC               |   | 151 Golfview Drive              |           |          | Tequesta     | FL    | 33469      |         |
| Organizing by Ali, LLC                 |   | 11 Hurst Rd.                    |           |          | Wilmington   | DE    | 19803      |         |
| Orient Overseas Container Line Limited |   | 10913 South River Front Parkway | Suite 200 |          | South Jordan | UT    | 84095      |         |
| ORIENTAL TRIMMINGS                     |   | 2942 N. 24th St. Ste 114        |           |          | PHOENIX      | AZ    | 85016      |         |
| ORIENTAL TRIMMINGS                     |   | 4204 New Forest Drive           |           |          | Plano        | TX    | 75093      |         |
| Oriental Trimmings USA Inc             |   | 3807 N 34th Avenue              |           |          | Phoenix      | AZ    | 85017      |         |
| Origami Group Inc                      |   | 20955 Pathfinder Road #100      |           |          | Diamond Bar  | CA    | 91765      |         |
| ORIGAMI GROUP INC.                     |   | 1661 Fairplex Dr                |           |          | La Verne     | CA    | 91750      |         |
| Orit Markowitz                         |   | Address on File                 |           |          |              |       |            |         |
| Orlando Utilities Commission           |   | PO Box 31329                    |           |          | Tampa        | FL    | 33631-3329 |         |
| Orlando Utilities Commission           |   | PO Box 3193                     |           |          | Orlando      | FL    | 32802      |         |
| Orlando Utilities Commission           |   | 100 W. Anderson St.             |           |          | Orlando      | FL    | 32801      |         |
| Orlando, Helen R.                      |   | Address on File                 |           |          |              |       |            |         |
| Orloff, Jodi                           |   | Address on File                 |           |          |              |       |            |         |
| Ormand, Deborah J.                     |   | Address on File                 |           |          |              |       |            |         |
| Ornelas, Cruz                          |   | Address on File                 |           |          |              |       |            |         |
| Orona, Senny M.                        |   | Address on File                 |           |          |              |       |            |         |
| Orona, Theodore A.                     |   | Address on File                 |           |          |              |       |            |         |
| Orora Visual LLC                       |   | PO Box 733489                   |           |          | Dallas       | TX    | 75373      |         |
| Orosco, Anna                           |   | Address on File                 |           |          |              |       |            |         |
| ORourke Van Rye, Barbara S.            |   | Address on File                 |           |          |              |       |            |         |
| Oroxom, Karla                          |   | Address on File                 |           |          |              |       |            |         |
| Orozco Arrondo, Maria A.               |   | Address on File                 |           |          |              |       |            |         |
| Orozco, Dina L.                        |   | Address on File                 |           |          |              |       |            |         |
| Orozco, Francisco J.                   |   | Address on File                 |           |          |              |       |            |         |
| Orr, Kristina E.                       |   | Address on File                 |           |          |              |       |            |         |
| Orr, Shymika                           |   | Address on File                 |           |          |              |       |            |         |
| Orta, Joe F.                           |   | Address on File                 |           |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName | Address1                   | Address2  | Address3 | City          | State | Zip        | Country |
|-----------------------------|--------------------|----------------------------|-----------|----------|---------------|-------|------------|---------|
| Ortega, Andrea C.           |                    | Address on File            |           |          |               |       |            |         |
| Ortega, Eboni R.            |                    | Address on File            |           |          |               |       |            |         |
| Ortega, Edith               |                    | Address on File            |           |          |               |       |            |         |
| Ortega, Erica               |                    | Address on File            |           |          |               |       |            |         |
| Ortega, Maria T.            |                    | Address on File            |           |          |               |       |            |         |
| Ortega, Sophia              |                    | Address on File            |           |          |               |       |            |         |
| Ortez, Bianca               |                    | Address on File            |           |          |               |       |            |         |
| Orthex Sweden AB            |                    | Vaxjovagen 1               | SE-362-21 |          | Tingsryd      |       |            | Sweden  |
| Ortiz Gabriel, David        |                    | Address on File            |           |          |               |       |            |         |
| Ortiz, Amanda T.            |                    | Address on File            |           |          |               |       |            |         |
| Ortiz, Catherine            |                    | Address on File            |           |          |               |       |            |         |
| Ortiz, Destinie             |                    | Address on File            |           |          |               |       |            |         |
| Ortiz, Helen G.             |                    | Address on File            |           |          |               |       |            |         |
| Ortiz, Javier               |                    | Address on File            |           |          |               |       |            |         |
| Ortiz-Donate, Imara         |                    | Address on File            |           |          |               |       |            |         |
| Orus Palau, Rafael          |                    | Address on File            |           |          |               |       |            |         |
| Osafo, Tracie               |                    | Address on File            |           |          |               |       |            |         |
| Osas, Dennis B.             |                    | Address on File            |           |          |               |       |            |         |
| OsbornDavis, Deundra D.     |                    | Address on File            |           |          |               |       |            |         |
| Osborne, Haley E.           |                    | Address on File            |           |          |               |       |            |         |
| Osborne, Olivia B.          |                    | Address on File            |           |          |               |       |            |         |
| Osburn, Christi A.          |                    | Address on File            |           |          |               |       |            |         |
| Oscilowicz, Veronica G.     |                    | Address on File            |           |          |               |       |            |         |
| OSI Hardware                |                    | 606 Olive Street           |           |          | Santa Barbara | CA    | 93101      |         |
| Osinski, Lauren             |                    | Address on File            |           |          |               |       |            |         |
| Osman, Asli A.              |                    | Address on File            |           |          |               |       |            |         |
| Osmond, David               |                    | Address on File            |           |          |               |       |            |         |
| Ospina, Pablo               |                    | Address on File            |           |          |               |       |            |         |
| Ostman, Kent                |                    | Address on File            |           |          |               |       |            |         |
| Ostrander, Caleb            |                    | Address on File            |           |          |               |       |            |         |
| Ostreicher, Caroline B.     |                    | Address on File            |           |          |               |       |            |         |
| OSullivan, Shea D.          |                    | Address on File            |           |          |               |       |            |         |
| Oswald, Tyler A.            |                    | Address on File            |           |          |               |       |            |         |
| Osypenko, Oksana            |                    | Address on File            |           |          |               |       |            |         |
| OT Technology, Inc.         |                    | 1200 Abernathy Rd, STE 700 |           |          | Atlanta       | GA    | 30328      |         |
| Otero Jr., Peter A.         |                    | Address on File            |           |          |               |       |            |         |
| Otero Trujillo, Samantha J. |                    | Address on File            |           |          |               |       |            |         |
| Otero, Jose                 |                    | Address on File            |           |          |               |       |            |         |
| Otey, Elizabeth             |                    | Address on File            |           |          |               |       |            |         |
| OTIS EDWARD FIELDS          |                    | Address on File            |           |          |               |       |            |         |
| Otis Elevator Co.           |                    | P.O. Box 73579             |           |          | Chicago       | IL    | 60673-7579 |         |
| Otis Elevator Co.           |                    | P.O. Box 730400            |           |          | Dallas        | TX    | 75373-0400 |         |
| Otis Elevator Co.           |                    | P.O. Box 13716             |           |          | Newark        | NJ    | 07188      |         |
| Otis Elevator Co.           |                    | 1444 North Cockrell Hill   | Suite 102 |          | Dallas        | TX    | 75211      |         |
| Ott, Caroline               |                    | Address on File            |           |          |               |       |            |         |
| Ottina Jr., Robert          |                    | Address on File            |           |          |               |       |            |         |
| Ottinger, Laurie W.         |                    | Address on File            |           |          |               |       |            |         |
| Ottinger, Susan Y.          |                    | Address on File            |           |          |               |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName               | Address1                        | Address2    | Address3 | City             | State | Zip        | Country |
|--------------------------------------|----------------------------------|---------------------------------|-------------|----------|------------------|-------|------------|---------|
| Ou, Chris                            |                                  | Address on File                 |             |          |                  |       |            |         |
| Ouk, Shayoung R.                     |                                  | Address on File                 |             |          |                  |       |            |         |
| Ousley, Virginia G.                  |                                  | Address on File                 |             |          |                  |       |            |         |
| Outpac Designs Inc.                  |                                  | 1410 7th Street Plaza           |             |          | Marsville        | WA    | 98270      |         |
| Outpac Designs, Inc                  |                                  | 12 Arthur Hall PO Box 626       |             |          | SHaron           | ON    | L0G 1V0    | Canada  |
| Outpac Designs, Inc                  |                                  | 300 Lenora Street               | PMB 1627    |          | Seattle          | WA    | 98121      |         |
| Ovalle-Mares, Miriam I.              |                                  | Address on File                 |             |          |                  |       |            |         |
| Overing, Julie                       |                                  | Address on File                 |             |          |                  |       |            |         |
| Overly, Michael                      |                                  | Address on File                 |             |          |                  |       |            |         |
| Oviedo Jr., Julio                    |                                  | Address on File                 |             |          |                  |       |            |         |
| Oviedo, Jacqueline                   |                                  | Address on File                 |             |          |                  |       |            |         |
| Owenby, Louise Y.                    |                                  | Address on File                 |             |          |                  |       |            |         |
| Owens, Briana                        |                                  | Address on File                 |             |          |                  |       |            |         |
| Owens, Dontae                        |                                  | Address on File                 |             |          |                  |       |            |         |
| Owens, Jill E.                       |                                  | Address on File                 |             |          |                  |       |            |         |
| Owens, Karen A.                      |                                  | Address on File                 |             |          |                  |       |            |         |
| O XO International, Ltd.             |                                  | 601 W 26th St                   | Suite 1050  |          | New York         | NY    | 10001      |         |
| O XO/HELEN OF TROY                   |                                  | 601 West 26th. St., Suite 1050  |             |          | New York         | NY    | 10001      |         |
| O XO/HELEN OF TROY                   |                                  | 1331 South Seventh Street       |             |          | Chambersburg     | PA    | 17201      |         |
| Ozobiani, Danielle N.                |                                  | Address on File                 |             |          |                  |       |            |         |
| Ozuniga, Augustine G.                |                                  | Address on File                 |             |          |                  |       |            |         |
| PA Department of Revenue             |                                  | Dept 280406                     |             |          | Harrisburg       | PA    | 17128-0406 |         |
| Pace, Cody                           |                                  | Address on File                 |             |          |                  |       |            |         |
| Pace-Brentwood Partners, LLC         | c/o Pace Properties Incorporated | 1401 S. Brentwood, Suite 900    |             |          | St. Louis        | MO    | 63144      |         |
| Pace-Brentwood Partners, LLC         |                                  | 1401 S.Brentwood Blvd Suite 900 |             |          | St.Louis         | MO    | 63144      |         |
| Pacheco, Lianae R.                   |                                  | Address on File                 |             |          |                  |       |            |         |
| Pacheco, Patricia                    |                                  | Address on File                 |             |          |                  |       |            |         |
| Pacheco, Saicha M.                   |                                  | Address on File                 |             |          |                  |       |            |         |
| Pacheco, Vanessa                     |                                  | Address on File                 |             |          |                  |       |            |         |
| Pacific Gas & Electric               |                                  | P.O. BOX 997300                 |             |          | Sacramento       | CA    | 95899-7300 |         |
| Pacific Gas & Electric               |                                  | 300 Lakeside Drive, Suite 210   |             |          | Oakland          | CA    | 94612      |         |
| Pacific Handy Cutter, Inc.           |                                  | 170 Technology Dr               |             |          | Irvine           | CA    | 92618      |         |
| Pacific Trial Attorneys, P.C.        |                                  | 4100 Newport Place Drive        | Suite 800   |          | Newport Beach    | CA    | 92660      |         |
| Packer, Jessica B.                   |                                  | Address on File                 |             |          |                  |       |            |         |
| PACKIT                               |                                  | 30501 Agoura Road               | Suite # 110 |          | Agoura Hills     | CA    | 91301      |         |
| Packit, LLC                          |                                  | 875 S. Westlake Blvd, suite 112 |             |          | Westlake Village | CA    | 91361      |         |
| Packnett, Patrick-Asher A.           |                                  | Address on File                 |             |          |                  |       |            |         |
| Packsize International LLC           |                                  | 3760 W. Smart Pack Way          |             |          | Salt Lake City   | UT    | 84104      |         |
| Paclibare, Edward M.                 |                                  | Address on File                 |             |          |                  |       |            |         |
| PADDYWAX LLC DBA FIREFLY CANDLE CO.  |                                  | 2934 Sidco Drive, Suite 140     |             |          | Nashville        | TN    | 37207      |         |
| PaddyWax, LLC DBA Firefly Candle Co. |                                  | 2934 Sidco Drive                | Ste 140     |          | Nashville        | TN    | 37204      |         |
| Padilla I, Bryan                     |                                  | Address on File                 |             |          |                  |       |            |         |
| Padilla, Adrianna                    |                                  | Address on File                 |             |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1                    | Address2      | Address3 | City              | State | Zip        | Country |
|--|--------------------|-----------------------------|---------------|----------|-------------------|-------|------------|---------|
| Padilla, Johnathan                           |                    | Address on File             |               |          |                   |       |            |         |
| Padilla, Justin D.                           |                    | Address on File             |               |          |                   |       |            |         |
| Padilla, Michael A.                          |                    | Address on File             |               |          |                   |       |            |         |
| Padilla, Oscar                               |                    | Address on File             |               |          |                   |       |            |         |
| Padilla, Stephanie J.                        |                    | Address on File             |               |          |                   |       |            |         |
| Padron, Claudia E.                           |                    | Address on File             |               |          |                   |       |            |         |
| Paffendorf, Zephen A.                        |                    | Address on File             |               |          |                   |       |            |         |
| Pagan, Shakira                               |                    | Address on File             |               |          |                   |       |            |         |
| PagerDuty, Inc.                              |                    | Dept 3817                   | PO Box 123817 |          | Dallas            | TX    | 75312      |         |
| Pagliarini, Heather                          |                    | Address on File             |               |          |                   |       |            |         |
| Paige Kristin Greene                         |                    | Address on File             |               |          |                   |       |            |         |
| PAIKKA INC.                                  |                    | Harkahaankuja 14            |               |          | Vantaa            |       | 01730      | Finland |
| PAIKKA INC.                                  |                    | 129 Boom Way                |               |          | Little Egg Harbor | NJ    | 08087      |         |
| Paikos, Michael J.                           |                    | Address on File             |               |          |                   |       |            |         |
| PAINT ANYWHERE                               |                    | 3400 SW 27th Ave            | 307           |          | Miami             | FL    | 33133      |         |
| Pajao, Katie M.                              |                    | Address on File             |               |          |                   |       |            |         |
| Palaganas, Melanie E.                        |                    | Address on File             |               |          |                   |       |            |         |
| Palange, Rob                                 |                    | Address on File             |               |          |                   |       |            |         |
| Palao Da Costa, Patricia                     |                    | Address on File             |               |          |                   |       |            |         |
| Palczynski, Carla J.                         |                    | Address on File             |               |          |                   |       |            |         |
| Palina, Violet                               |                    | Address on File             |               |          |                   |       |            |         |
| Pallet Partners Of America                   |                    | 2604 N Chapel Hill Rd       |               |          | Johnsburg         | IL    | 60051      |         |
| Palma Hernandez, Rebecca                     |                    | Address on File             |               |          |                   |       |            |         |
| Palmer Packaging, Inc.                       |                    | 423 South Grace Street      |               |          | Addison           | IL    | 60101      |         |
| Palmeri, Shane A.                            |                    | Address on File             |               |          |                   |       |            |         |
| Palo Alto Networks, Inc.                     |                    | 3000 Tannery Way            |               |          | Santa Clara       | CA    | 95054      |         |
| Palomar Excess and Surplus Insurance Company | CRC Group          | 7557 Rambler Road Suite 300 |               |          | Dallas            | TX    | 75231      |         |
| Palomeque Sr., Iza                           |                    | Address on File             |               |          |                   |       |            |         |
| Palomeque, Jubentina                         |                    | Address on File             |               |          |                   |       |            |         |
| PAMELA BEALL                                 |                    | Address on File             |               |          |                   |       |            |         |
| Pamela Patrice Johnson                       |                    | Address on File             |               |          |                   |       |            |         |
| Pamela Simonian                              |                    | Address on File             |               |          |                   |       |            |         |
| Pamphile, Britney                            |                    | Address on File             |               |          |                   |       |            |         |
| Pan American Wire                            |                    | PO Box 1808                 |               |          | Fort Worth        | TX    | 76101      |         |
| Panacea Products Corporation                 |                    | 2711 International Street   |               |          | Columbus          | OH    | 43228      |         |
| Pancoast, Michael W.                         |                    | Address on File             |               |          |                   |       |            |         |
| Pane, Gwendolyn                              |                    | Address on File             |               |          |                   |       |            |         |
| Paniagua, Katherinne                         |                    | Address on File             |               |          |                   |       |            |         |
| Panni-Attianese, Amanda L.                   |                    | Address on File             |               |          |                   |       |            |         |
| Papaya, Inc.                                 |                    | 201 Theodore Pl.            |               |          | Thornhill         | ON    | L4J8E2     | Canada  |
| Pape, Jennifer A.                            |                    | Address on File             |               |          |                   |       |            |         |
| Paper Source, Inc. dba Waste Not Paper       |                    | PO Box 205268               |               |          | Dallas            | TX    | 75320-5268 |         |
| Papercity Magazine                           |                    | 3411 Richmond Avenue        | Suite 600     |          | Houston           | TX    | 77046      |         |
| Papeterie du Poitou SAS (Beaumont)           |                    | 21 Avenue de Bordeaux       |               |          | Beaumont          |       | 86490      | France  |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1                          | Address2  | Address3 | City        | State | Zip        | Country |
|--|--------------------|-----------------------------------|-----------|----------|-------------|-------|------------|---------|
| Papier Inc                               |                    | 228 EAST 45TH STREET,<br>SUITE 9E |           |          | NEW YORK    | NY    | 10017      |         |
| Papillard, Marjorie A.                   |                    | Address on File                   |           |          |             |       |            |         |
| PAPILLON RIBBON & BOW CO.                |                    | 35 Monhegan Street                |           |          | Clifton     | NJ    | 07013      |         |
| Papillon Ribbon and Bow Company          |                    | 32 W. 39th Street                 | 4th Floor |          | New York    | NY    | 10018      |         |
| Pappalardo, Alfredo A.                   |                    | Address on File                   |           |          |             |       |            |         |
| Parascando, Christine                    |                    | Address on File                   |           |          |             |       |            |         |
| Parcell, Nicole R.                       |                    | Address on File                   |           |          |             |       |            |         |
| Parchment, Leona                         |                    | Address on File                   |           |          |             |       |            |         |
| Paredes-Espinal, Leyda                   |                    | Address on File                   |           |          |             |       |            |         |
| Parente, Anthony L.                      |                    | Address on File                   |           |          |             |       |            |         |
| Parente, Roberto                         |                    | Address on File                   |           |          |             |       |            |         |
| Parish and City Treasurer                |                    | PO Box 2590                       |           |          | Baton Rouge | LA    | 70821-2590 |         |
| Parish of Caldwell Sales Tax Fund        |                    | P.O. Box 280                      |           |          | Vidalia     | LA    | 71373      |         |
| Parish of Rapides Sales and Use Tax Dept |                    | 5606 Coliseum Blvd                |           |          | Alexandria  | LA    | 71303      |         |
| Parish of St. Mary                       |                    | P.O. Drawer 1279                  |           |          | Morgan City | LA    | 70381      |         |
| Parish Sales Tax Fund                    |                    | PO Box 670                        |           |          | Houma       | LA    | 70361-0670 |         |
| Parish, Rebecca L.                       |                    | Address on File                   |           |          |             |       |            |         |
| Parisi, Ida                              |                    | Address on File                   |           |          |             |       |            |         |
| Park Place Technologies, LLC             |                    | PO Box 78000-Dept 781156          |           |          | Detroit     | MI    | 48278      |         |
| Park, Ye Son C.                          |                    | Address on File                   |           |          |             |       |            |         |
| PARKER & BAILEY CORP                     |                    | 6961 US HIGHWAY 12 WEST           |           |          | THREE OAKS  | MI    | 49128      |         |
| Parker & Bailey Corp.                    |                    | 4 Walpole Park South              |           |          | Walpole     | MA    | 02081      |         |
| Parker Connell                           |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Alasia                           |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Amanda                           |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Daniel A.                        |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Devon K.                         |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Lauryn E.                        |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Nicholas E.                      |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Raven                            |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Reneelynn                        |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Ryan                             |                    | Address on File                   |           |          |             |       |            |         |
| Parker, Shante                           |                    | Address on File                   |           |          |             |       |            |         |
| Parker-Hollis, Reginald N.               |                    | Address on File                   |           |          |             |       |            |         |
| Parkey, Claire                           |                    | Address on File                   |           |          |             |       |            |         |
| Parkison, Jill S.                        |                    | Address on File                   |           |          |             |       |            |         |
| Parks, Ashley M.                         |                    | Address on File                   |           |          |             |       |            |         |
| Parks-Newlove, Amber M.                  |                    | Address on File                   |           |          |             |       |            |         |
| Parlow, Darryl                           |                    | Address on File                   |           |          |             |       |            |         |
| Parr, Brendan J.                         |                    | Address on File                   |           |          |             |       |            |         |
| Parra, Christina G.                      |                    | Address on File                   |           |          |             |       |            |         |
| Parra, Mariely                           |                    | Address on File                   |           |          |             |       |            |         |
| Parson, Pamela J.                        |                    | Address on File                   |           |          |             |       |            |         |
| Partee, Tamika                           |                    | Address on File                   |           |          |             |       |            |         |
| Pasadena Water and Power                 |                    | P.O. BOX 7120                     |           |          | Pasadena    | CA    | 91109      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1                           | Address2  | Address3 | City        | State | Zip   | Country |
|--|--------------------|------------------------------------|-----------|----------|-------------|-------|-------|---------|
| Pasadena Water and Power                 |                    | 100 North Garfield Ave., Room N106 |           |          | Pasadena    | CA    | 91101 |         |
| Pascale, Stephanie L.                    |                    | Address on File                    |           |          |             |       |       |         |
| Pasienski, Rebecca O.                    |                    | Address on File                    |           |          |             |       |       |         |
| Password Directory.com                   |                    | 12561 Vista Panorama               |           |          | Santa Anna  | CA    | 92705 |         |
| Pate, Brian I.                           |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Bhavi K.                          |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Gina                              |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Himanshu                          |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Hitesh                            |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Minesh                            |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Nalisha                           |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Purna                             |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Sapana B.                         |                    | Address on File                    |           |          |             |       |       |         |
| Patel, Tanuja                            |                    | Address on File                    |           |          |             |       |       |         |
| Patents Ink Inc.                         |                    | 3635 Old Court Road                | Suite 610 |          | Baltimore   | MD    | 21209 |         |
| Paternoster Jr., Kenneth P.              |                    | Address on File                    |           |          |             |       |       |         |
| Pathmaker Group                          |                    | 635 Fritz Drive                    | Suite 110 |          | Coppell     | TX    | 75019 |         |
| Patil, Abhishek                          |                    | Address on File                    |           |          |             |       |       |         |
| Patino, Ailani                           |                    | Address on File                    |           |          |             |       |       |         |
| Patrice Williams                         |                    | Address on File                    |           |          |             |       |       |         |
| Patricia A. Davis                        |                    | Address on File                    |           |          |             |       |       |         |
| Patricia Hudson dba Hive Ventures LLC    |                    | Address on File                    |           |          |             |       |       |         |
| Patricia L Davis                         |                    | Address on File                    |           |          |             |       |       |         |
| PATRICIA LOPEZ                           |                    | Address on File                    |           |          |             |       |       |         |
| Patricia Saucedo                         |                    | Address on File                    |           |          |             |       |       |         |
| PATRICIA WILLIAMS                        |                    | Address on File                    |           |          |             |       |       |         |
| Patrick, Crystal M.                      |                    | Address on File                    |           |          |             |       |       |         |
| Patrick, Diara                           |                    | Address on File                    |           |          |             |       |       |         |
| Patrick, Monica A.                       |                    | Address on File                    |           |          |             |       |       |         |
| Patriot Consulting Technology Group, LLC |                    | 17192 Murphy Ave                   | #14067    |          | Irvine      | CA    | 92623 |         |
| Pattern Brands, LLC                      |                    | 228 Park Ave. S. PMB 73891         |           |          | New York    | NY    | 10003 |         |
| Patterson Jacobo, Mariela                |                    | Address on File                    |           |          |             |       |       |         |
| Patterson, LaShay A.                     |                    | Address on File                    |           |          |             |       |       |         |
| Patterson, Leigh A.                      |                    | Address on File                    |           |          |             |       |       |         |
| Patterson, Madelyn                       |                    | Address on File                    |           |          |             |       |       |         |
| Pattie Depriest                          |                    | Address on File                    |           |          |             |       |       |         |
| Patton, Ellen                            |                    | Address on File                    |           |          |             |       |       |         |
| Paul Carton                              |                    | Address on File                    |           |          |             |       |       |         |
| PAUL HASTINGS LLP C/O PAUL GROSSMAN      |                    | 515 S. Flower Street, Suite 2500   |           |          | Los Angeles | CA    | 90071 |         |
| PAUL R HOLSER JR                         |                    | Address on File                    |           |          |             |       |       |         |
| PAUL SARGEANT                            |                    | Address on File                    |           |          |             |       |       |         |
| Paul Schroeder                           |                    | Address on File                    |           |          |             |       |       |         |
| Paul, Caedin A.                          |                    | Address on File                    |           |          |             |       |       |         |
| Pauley, MaKenna S.                       |                    | Address on File                    |           |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName         | Address1                      | Address2 | Address3 | City         | State | Zip        | Country |
|--------------------------------------|----------------------------|-------------------------------|----------|----------|--------------|-------|------------|---------|
| Paulina Older                        |                            | Address on File               |          |          |              |       |            |         |
| Pauline Ball                         |                            | Address on File               |          |          |              |       |            |         |
| Paulino, Antony                      |                            | Address on File               |          |          |              |       |            |         |
| Paulson, Lisa                        |                            | Address on File               |          |          |              |       |            |         |
| Pavlakovich, Jennifer A.             |                            | Address on File               |          |          |              |       |            |         |
| Pawlik, Mark A.                      |                            | Address on File               |          |          |              |       |            |         |
| Payan, Julio C.                      |                            | Address on File               |          |          |              |       |            |         |
| Paychex                              |                            | PO Box 732954                 |          |          | Dallas       | TX    | 75373-2954 |         |
| Payette, James A.                    |                            | Address on File               |          |          |              |       |            |         |
| Paylor, Jalien C.                    |                            | Address on File               |          |          |              |       |            |         |
| Paymentech (JP Morgan - V/MC/Disc)   | Joel (Chad) Sizemore       | 8181 Communications Pkwy      |          |          | Plano        | TX    | 75024      |         |
| Paymentech LLP                       |                            | 8181 Communications Pkwy      |          |          | Plano        | TX    | 75024      |         |
| Payne II, Willie L.                  |                            | Address on File               |          |          |              |       |            |         |
| Payne, Ann M.                        |                            | Address on File               |          |          |              |       |            |         |
| Payne, Joshua                        |                            | Address on File               |          |          |              |       |            |         |
| Payne, Lango                         |                            | Address on File               |          |          |              |       |            |         |
| Paynter, Carrie S.                   |                            | Address on File               |          |          |              |       |            |         |
| PayPal                               | Attn Legal Department      | 2211 North First Street       |          |          | San Jose     | CA    | 95131      |         |
| PayPal, Inc.                         | Attention Legal Department | 2211 North First Street       |          |          | San Jose     | CA    | 95131      |         |
| Paz, Claudia                         |                            | Address on File               |          |          |              |       |            |         |
| Paz, Mabel                           |                            | Address on File               |          |          |              |       |            |         |
| Pazos, Elizabeth A.                  |                            | Address on File               |          |          |              |       |            |         |
| Peabody Municipal Light Plant        |                            | PO Box 3199                   |          |          | Peabody      | MA    | 01961-3199 |         |
| Peabody Municipal Light Plant        |                            | 201 Warren Street Extension   |          |          | Peabody      | MA    | 01960      |         |
| Pearce, Miranda                      |                            | Address on File               |          |          |              |       |            |         |
| Pearce, Samantha J.                  |                            | Address on File               |          |          |              |       |            |         |
| Pearce, Terri S.                     |                            | Address on File               |          |          |              |       |            |         |
| Pearre, Jared                        |                            | Address on File               |          |          |              |       |            |         |
| Pearson, Hailey V.                   |                            | Address on File               |          |          |              |       |            |         |
| Pearson, Michael                     |                            | Address on File               |          |          |              |       |            |         |
| Pearson, Samantha L.                 |                            | Address on File               |          |          |              |       |            |         |
| Pearson, Tanya C.                    |                            | Address on File               |          |          |              |       |            |         |
| Peckham, Nathan                      |                            | Address on File               |          |          |              |       |            |         |
| PECO                                 |                            | PO BOX 37629                  |          |          | PHILADELPHIA | PA    | 19101      |         |
| PECO Energy Company                  |                            | 2301 Market Street            |          |          | Philadelphia | PA    | 19103      |         |
| Peek, Julia L.                       |                            | Address on File               |          |          |              |       |            |         |
| Pegasus Logistics Group, Inc.        |                            | PO Box 679018                 |          |          | Dallas       | TX    | 75267      |         |
| Pegasus Radio Corp dba Federal Radio |                            | 1202 Technology Drive Suite C |          |          | Aberdeen     | MD    | 21001      |         |
| PEGGY LEA HOCK                       |                            | Address on File               |          |          |              |       |            |         |
| Peggy Schildmeyer                    |                            | Address on File               |          |          |              |       |            |         |
| Pegue, Mya                           |                            | Address on File               |          |          |              |       |            |         |
| Pegues, Catina J.                    |                            | Address on File               |          |          |              |       |            |         |
| Pegues, Jamaul S.                    |                            | Address on File               |          |          |              |       |            |         |
| PEHR DESIGNS INC                     |                            | 320 Davenport Road, Suite 300 |          |          | Toronto      | ON    | M5R 1K6    | Canada  |
| Pelham, Malik L.                     |                            | Address on File               |          |          |              |       |            |         |
| Pellegrino, Anthony J.               |                            | Address on File               |          |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName                                | Address1                      | Address2                 | Address3 | City         | State | Zip        | Country |
|--|---|-------------------------------|--------------------------|----------|--------------|-------|------------|---------|
| Pelletreau, Michelle                   |   | Address on File               |                          |          |              |       |            |         |
| Pelley Foster, Helen R.                |   | Address on File               |                          |          |              |       |            |         |
| Pelonia, Ronald H.                     |   | Address on File               |                          |          |              |       |            |         |
| Pena Jr., German                       |   | Address on File               |                          |          |              |       |            |         |
| Pena Parra, Angelica A.                |   | Address on File               |                          |          |              |       |            |         |
| Pena, Michael A.                       |   | Address on File               |                          |          |              |       |            |         |
| Penagos, Luz E.                        |   | Address on File               |                          |          |              |       |            |         |
| Pena-Rubio, Fabiana S.                 |   | Address on File               |                          |          |              |       |            |         |
| Pence, Corey B.                        |   | Address on File               |                          |          |              |       |            |         |
| Pendleton, Kody J.                     |   | Address on File               |                          |          |              |       |            |         |
| Peng, Annie                            |   | Address on File               |                          |          |              |       |            |         |
| Penguin Random House                   |   | Department #0919              | PO Box 120001            |          | Dallas       | TX    | 75312-0919 |         |
| PENGUIN RANDOM HOUSE                   |   | 1745 Broadway                 |                          |          | New York     | NY    | 10019      |         |
| Penitani Jr., Jesus                    |   | Address on File               |                          |          |              |       |            |         |
| Penkava, Linda S.                      |   | Address on File               |                          |          |              |       |            |         |
| Penmarc Inspired Spaces, LLC           |   | 130 Penmarc Drive             | Suite 108                |          | Raleigh      | NC    | 27603      |         |
| Penn Square Mall, LLC                  | Attn General Counsel                              | c/o Simon Property Group      | 225 W. Washington Street |          | Indianapolis | IN    | 46204      |         |
| Penn Square Mall, LLC                  | Attn Senior Vice-President of Big Box Development | c/o Simon Property Group      | 225 W. Washington Street |          | Indianapolis | IN    | 46204      |         |
| Penn Square Mall, LLC                  |   | 225 W Washington Street       |                          |          | Indianapolis | IN    | 46204      |         |
| Penn, Michael C.                       |   | Address on File               |                          |          |              |       |            |         |
| Penn, Reginald B.                      |   | Address on File               |                          |          |              |       |            |         |
| Pennsylvania Attorney General          | Attn Bankruptcy Department                        | 16th Floor, Strawberry Square |                          |          | Harrisburg   | PA    | 17120      |         |
| Peoples                                |   | PO Box 644760                 |                          |          | Pittsburgh   | PA    | 15264-4760 |         |
| Peoples Gas                            |   | PO Box 6050                   |                          |          | Carol Stream | IL    | 60197-6050 |         |
| Peoples Gas                            |   | 200 E. Randolph St.           |                          |          | Chicago      | IL    | 60601-6302 |         |
| Peoples Jr., Andrew                    |   | Address on File               |                          |          |              |       |            |         |
| PEPCO (Potomac Electric Power Company) |   | PO Box 13608                  |                          |          | PHILADELPHIA | PA    | 19101-3608 |         |
| PEPCO (Potomac Electric Power Company) |   | 701 Ninth St., NW             |                          |          | Washington   | DC    | 20001      |         |
| Pepe, Deloya                           |   | Address on File               |                          |          |              |       |            |         |
| Peppers, Veronica                      |   | Address on File               |                          |          |              |       |            |         |
| Peralta, Elisa M.                      |   | Address on File               |                          |          |              |       |            |         |
| Peralta, Jessica                       |   | Address on File               |                          |          |              |       |            |         |
| Peraza, Alfredo A.                     |   | Address on File               |                          |          |              |       |            |         |
| Percifield, Elizabeth                  |   | Address on File               |                          |          |              |       |            |         |
| Percin, Umit                           |   | Address on File               |                          |          |              |       |            |         |
| Perea, Eryn M.                         |   | Address on File               |                          |          |              |       |            |         |
| Peregonow, Nick                        |   | Address on File               |                          |          |              |       |            |         |
| Pereira, Cindy R.                      |   | Address on File               |                          |          |              |       |            |         |
| Pereira, Fiona                         |   | Address on File               |                          |          |              |       |            |         |
| Pereira, Jennifer S.                   |   | Address on File               |                          |          |              |       |            |         |
| Perez Jr., Jorge A.                    |   | Address on File               |                          |          |              |       |            |         |
| Perez Ortiz, Judith A.                 |   | Address on File               |                          |          |              |       |            |         |
| Perez, Airam                           |   | Address on File               |                          |          |              |       |            |         |
| Perez, Ashle B.                        |   | Address on File               |                          |          |              |       |            |         |
| Perez, Chris                           |   | Address on File               |                          |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                     | CreditorNoticeName | Address1                               | Address2                 | Address3 | City           | State | Zip        | Country |
|--|--------------------|--|--------------------------|----------|----------------|-------|------------|---------|
| Perez, David                                     |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Fernanda                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Jacob A.                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Jeanette                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Jennie L.                                 |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Katherine E.                              |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Kiersten                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Lauren E.                                 |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Lisette M.                                |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Melanie                                   |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Nickolas                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Panna L.                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Rachel A.                                 |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Raquel                                    |                    | Address on File                        |                          |          |                |       |            |         |
| Perez, Shantal                                   |                    | Address on File                        |                          |          |                |       |            |         |
| Pereznegron, Amando                              |                    | Address on File                        |                          |          |                |       |            |         |
| Pereznegron, Stephanie                           |                    | Address on File                        |                          |          |                |       |            |         |
| PERFECT CURVE, INC.                              |                    | 137 South Street                       | Floor 3                  |          | Boston         | MA    | 02111      |         |
| Perfect Curve, Inc.                              |                    | 200 Lincoln Street 5th Floor           |                          |          | Boston         | MA    | 02111      |         |
| Performance Award Center                         |                    | PO Box 961094                          | File #916241             |          | Ft Worth       | TX    | 76161-1094 |         |
| Performance Partners.US                          |                    | 401 East Main Street                   | #131                     |          | Galesburg      | IL    | 61401      |         |
| Perkins, Jeffrey R.                              |                    | Address on File                        |                          |          |                |       |            |         |
| Perkins, Joshua                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perkins, Rebecca J.                              |                    | Address on File                        |                          |          |                |       |            |         |
| Perkins, Thomas C.                               |                    | Address on File                        |                          |          |                |       |            |         |
| Perlmutter, Hollie W.                            |                    | Address on File                        |                          |          |                |       |            |         |
| Permit Place, Inc                                |                    | 13400 Riverside Dr., Suite 202         |                          |          | Sherman Oaks   | CA    | 91423      |         |
| Perna, Suzanne P.                                |                    | Address on File                        |                          |          |                |       |            |         |
| Perrelet, Chloe                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perri, Joseph                                    |                    | Address on File                        |                          |          |                |       |            |         |
| Perrin, Christopher I.                           |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Alan L.                                   |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, JaZelle R.                                |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Kevin D.                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Kyla                                      |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, LaDyamund                                 |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Megan                                     |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Rania U.                                  |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Tanja                                     |                    | Address on File                        |                          |          |                |       |            |         |
| Perry, Trisha                                    |                    | Address on File                        |                          |          |                |       |            |         |
| Persaud - Chandra, Patricia                      |                    | Address on File                        |                          |          |                |       |            |         |
| Persin, Cathy A.                                 |                    | Address on File                        |                          |          |                |       |            |         |
| Person, Alexandria                               |                    | Address on File                        |                          |          |                |       |            |         |
| Personalized Organization LLC<br>dba Neat Method |                    | 5261 SW 9th Court                      |                          |          | Plantation     | FL    | 33317      |         |
| Personett, Alexander L.                          |                    | Address on File                        |                          |          |                |       |            |         |
| PES PARTNERS LLC                                 | Legal Department   | c/o Federal Realty Investment<br>Trust | 909 Rose Ave., Suite 200 |          | North Bethesda | MD    | 20852      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName | Address1               | Address2      | Address3 | City            | State | Zip        | Country |
|---------------------------------------|--------------------|------------------------|---------------|----------|-----------------|-------|------------|---------|
| PES Partners, LLC                     | Property Manager   | 321 12th St.           |               |          | Manhattan Beach | CA    | 90266      |         |
| PES Partners, LLC                     |                    | Plaza El Segundo #2400 | PO Box 849967 |          | Los Angeles     | CA    | 90084-9967 |         |
| Pesek, Cameron H.                     |                    | Address on File        |               |          |                 |       |            |         |
| Peter Hunt                            |                    | Address on File        |               |          |                 |       |            |         |
| PETER JAMES BARTOLO                   |                    | Address on File        |               |          |                 |       |            |         |
| Peter Loren Mouravieff                |                    | Address on File        |               |          |                 |       |            |         |
| Peterman, Nathan L.                   |                    | Address on File        |               |          |                 |       |            |         |
| Peters II, Dale L.                    |                    | Address on File        |               |          |                 |       |            |         |
| Peters, Analee                        |                    | Address on File        |               |          |                 |       |            |         |
| Peters, Cody A.                       |                    | Address on File        |               |          |                 |       |            |         |
| Peters, Jesse                         |                    | Address on File        |               |          |                 |       |            |         |
| Peters, Valerie                       |                    | Address on File        |               |          |                 |       |            |         |
| Petersen, Diamond                     |                    | Address on File        |               |          |                 |       |            |         |
| Petersen, Kristi L.                   |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Ariel                       |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Chiara B.                   |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Ian Pepe S.                 |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Lauren A.                   |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Lucas A.                    |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Morgan                      |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Tyesha                      |                    | Address on File        |               |          |                 |       |            |         |
| Peterson, Willa-Jo B.                 |                    | Address on File        |               |          |                 |       |            |         |
| Peterson-Cross, Molly D.              |                    | Address on File        |               |          |                 |       |            |         |
| Petit, Alexzander J.                  |                    | Address on File        |               |          |                 |       |            |         |
| Petri Electric, Inc.                  |                    | 907 N Bowser Rd        |               |          | Richardson      | TX    | 75081      |         |
| Petruzzelli, Kimberly J.              |                    | Address on File        |               |          |                 |       |            |         |
| Pettigrew, Craig                      |                    | Address on File        |               |          |                 |       |            |         |
| Pettis, Molly L.                      |                    | Address on File        |               |          |                 |       |            |         |
| Pettit, Lori K.                       |                    | Address on File        |               |          |                 |       |            |         |
| Petty, Karla J.                       |                    | Address on File        |               |          |                 |       |            |         |
| PEUGEOT SAVEURS NORTH AMERICA LLC     |                    | 9814 W. Foster Ave     |               |          | Rosemont        | IL    | 60654      |         |
| PEUGEOT SAVEURS NORTH AMERICA, LLC    |                    | 9814 W. FOSTER AVE     |               |          | ROSEMONT        | IL    | 60018      |         |
| Peurrung, Katharine                   |                    | Address on File        |               |          |                 |       |            |         |
| Peyton, Cory                          |                    | Address on File        |               |          |                 |       |            |         |
| Peza Camarena, Alondra                |                    | Address on File        |               |          |                 |       |            |         |
| Pfeiffer, Michael T.                  |                    | Address on File        |               |          |                 |       |            |         |
| Pfeiler, Carol E.                     |                    | Address on File        |               |          |                 |       |            |         |
| PGIM Real Estate                      | Law Department     | 7 Giralda Farms        |               |          | Madison         | NJ    | 07940      |         |
| Phaipanya, Rahnne                     |                    | Address on File        |               |          |                 |       |            |         |
| Pham, Melanie T.                      |                    | Address on File        |               |          |                 |       |            |         |
| Pham, Ngan L.                         |                    | Address on File        |               |          |                 |       |            |         |
| Pham, Patricia                        |                    | Address on File        |               |          |                 |       |            |         |
| Phang, Kent S.                        |                    | Address on File        |               |          |                 |       |            |         |
| Phase 3 Media, LLC dba Gigantic Color |                    | Dept 7052              | PO Box 2153   |          | Birmingham      | AL    | 35287      |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName | Address1                   | Address2  | Address3 | City          | State | Zip        | Country |
|---------------------------------------|--------------------|----------------------------|-----------|----------|---------------|-------|------------|---------|
| PHDesign LLC dba Neat Method Columbus |                    | 1422 Taylor Corners Circle |           |          | Blacklick     | OH    | 43004      |         |
| Phearse, Risa L.                      |                    | Address on File            |           |          |               |       |            |         |
| Phelps, Catherine                     |                    | Address on File            |           |          |               |       |            |         |
| Phenicie, Kameaiomakamae              |                    | Address on File            |           |          |               |       |            |         |
| Phernetton, Tate                      |                    | Address on File            |           |          |               |       |            |         |
| Phil Knipscheer                       |                    | Address on File            |           |          |               |       |            |         |
| Philakham, Jeffrey T.                 |                    | Address on File            |           |          |               |       |            |         |
| Philibert, Will J.                    |                    | Address on File            |           |          |               |       |            |         |
| Phillips Jr., Robert                  |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Brian                       |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Joseph                      |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Latasha                     |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Pamela L.                   |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Robin                       |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Tamara L.                   |                    | Address on File            |           |          |               |       |            |         |
| Phillips, Yvette S.                   |                    | Address on File            |           |          |               |       |            |         |
| Phipps, Trevaughn                     |                    | Address on File            |           |          |               |       |            |         |
| Phongphiou, Annie A.                  |                    | Address on File            |           |          |               |       |            |         |
| PHUNKEE TREE                          |                    | 750 Lexington Avenue       | 9th Floor |          | New York      | NY    | 10022      |         |
| Piantieri, Donna J.                   |                    | Address on File            |           |          |               |       |            |         |
| Piazza, Gina M.                       |                    | Address on File            |           |          |               |       |            |         |
| Picayo, Pablo C.                      |                    | Address on File            |           |          |               |       |            |         |
| Piccinich, Briana M.                  |                    | Address on File            |           |          |               |       |            |         |
| Piccolo, Bree                         |                    | Address on File            |           |          |               |       |            |         |
| Pichardo Pena, Jhon                   |                    | Address on File            |           |          |               |       |            |         |
| Picinich, Molly                       |                    | Address on File            |           |          |               |       |            |         |
| Pickering, Alexander C.               |                    | Address on File            |           |          |               |       |            |         |
| Pickering, Kathleen M.                |                    | Address on File            |           |          |               |       |            |         |
| Pickering, Michele                    |                    | Address on File            |           |          |               |       |            |         |
| Pickering, Susan L.                   |                    | Address on File            |           |          |               |       |            |         |
| Pickett, Debra                        |                    | Address on File            |           |          |               |       |            |         |
| Pictura, Inc.                         |                    | 4 Andrews Drive            |           |          | Woodland Park | NJ    | 07424      |         |
| PIECEWORK LLC                         |                    | 440 N Barranca Ave #7792   |           |          | Covina        | CA    | 91723      |         |
| Piecework LLC                         |                    | 440 N Barranca Ave #7792f  |           |          | Covia         | CA    | 91723      |         |
| Piedmont Natural Gas                  |                    | 525 S Tryon St.            |           |          | Charlotte     | NC    | 28202      |         |
| Piedmont Natural Gas                  |                    | PO Box 1246                |           |          | Charlotte     | NC    | 28201-1246 |         |
| Piehl, Rachel A.                      |                    | Address on File            |           |          |               |       |            |         |
| Piepenburg, Calvin                    |                    | Address on File            |           |          |               |       |            |         |
| Pierce Jr., Robert E.                 |                    | Address on File            |           |          |               |       |            |         |
| Pierce, Hudson                        |                    | Address on File            |           |          |               |       |            |         |
| Pierce, Lexie S.                      |                    | Address on File            |           |          |               |       |            |         |
| Pierce, Nathan                        |                    | Address on File            |           |          |               |       |            |         |
| Pierce, Travis R.                     |                    | Address on File            |           |          |               |       |            |         |
| Pierre-Louis, Shaina C.               |                    | Address on File            |           |          |               |       |            |         |
| Pierre-Toussaint, Jarius E.           |                    | Address on File            |           |          |               |       |            |         |
| Pieters, Naomi E.                     |                    | Address on File            |           |          |               |       |            |         |
| Pike, Andre                           |                    | Address on File            |           |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                         | CreditorNoticeName | Address1                        | Address2           | Address3 | City              | State | Zip        | Country        |
|--------------------------------------|--------------------|---------------------------------|--------------------|----------|-------------------|-------|------------|----------------|
| PIKKII LTD                           |                    | 86-90 Paul Street               | Shoreditch         |          | London            |       | EC2A 4NE   | United Kingdom |
| Pilar Mcculley                       |                    | Address on File                 |                    |          |                   |       |            |                |
| Pilario, Angel M.                    |                    | Address on File                 |                    |          |                   |       |            |                |
| Pilger, Robyn L.                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Pilgrim, Nyeshia V.                  |                    | Address on File                 |                    |          |                   |       |            |                |
| Pilot Inc.                           |                    | 13000 Temple Avenue             |                    |          | City of Industry  | CA    | 91746      |                |
| Pimentel, Bryan                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinch of Help LLC                    |                    | 350 Braeden Way                 |                    |          | Alpharetta        | GA    | 30009      |                |
| Pinch Provisions (Ms & Mrs)          |                    | 1515 Carmen Drive               |                    |          | Elk Grove Village | IL    | 60007      |                |
| Pinch, Emma Z.                       |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinch, Lindsey J.                    |                    | Address on File                 |                    |          |                   |       |            |                |
| Pineapple Source LLC                 |                    | 1171 S 1620 E                   |                    |          | Springville       | UT    | 84663      |                |
| Pinear, Kathy E.                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Pineda Chavarria, Maria H.           |                    | Address on File                 |                    |          |                   |       |            |                |
| Pineda, Dianne                       |                    | Address on File                 |                    |          |                   |       |            |                |
| Pineda, Yessenia                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Pineiro, Joemichael                  |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinell, Reniesa                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinkney, Laurel                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinterest                            |                    | PO Box 74008066                 |                    |          | Chicago           | IL    | 60674      |                |
| Pinto, Lisa A.                       |                    | Address on File                 |                    |          |                   |       |            |                |
| Pinto, Patricia A.                   |                    | Address on File                 |                    |          |                   |       |            |                |
| Piper, Carol D.                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Piper, Sophia P.                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Piper, Tina M.                       |                    | Address on File                 |                    |          |                   |       |            |                |
| Pipp Mobile Storage Systems Inc      |                    | 2966 Wilson Drive NW            |                    |          | Walker            | MI    | 49546      |                |
| Pitney Bowes Global Financial        |                    | PO BOX 981026                   |                    |          | Boston            | MA    | 02298-1026 |                |
| Pittman, Mary Jo                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Pittman, Rachel P.                   |                    | Address on File                 |                    |          |                   |       |            |                |
| Pitts, Ajani                         |                    | Address on File                 |                    |          |                   |       |            |                |
| Pitts, Ebony                         |                    | Address on File                 |                    |          |                   |       |            |                |
| Pitzer, Justine                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Pizano, Tracy M.                     |                    | Address on File                 |                    |          |                   |       |            |                |
| Pizarro, Lauren                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Placer, Frances                      |                    | Address on File                 |                    |          |                   |       |            |                |
| Planas, Thea Marie S.                |                    | Address on File                 |                    |          |                   |       |            |                |
| Planet One Products, Inc.            |                    | 1445 N. McDowell Blvd.          |                    |          | Petaluma          | CA    | 94954      |                |
| PLANET ONE PRODUCTS, INC.<br>DBA IWA |                    | 1445 N. McDowell Blvd.          |                    |          | Petaluma          | CA    | 94954      |                |
| PLANETARY DESIGN                     |                    | 9088B Bonner Mill Rd            |                    |          | Bonner            | MT    | 59823      |                |
| Planetary Design LLC                 |                    | PO Box 8148                     |                    |          | Missoula          | MT    | 59807      |                |
| PlanGrid, Inc.                       |                    | DEPT LA 24390                   |                    |          | Pasadena          | CA    | 91185      |                |
| Plaquemines Parish                   |                    | 333 F. Edward Hebert Blvd.      | Bldg. 102, Ste 345 |          | Belle Chasse      | LA    | 70037      |                |
| Plastep Oy                           |                    | Kutomakuja 2                    |                    |          | Kuortti           |       | 19410      | Finland        |
| Platinum Mechanical Inc              |                    | PO Box 29705                    |                    |          | Dallas            | TX    | 75229      |                |
| Platter, Haley R.                    |                    | Address on File                 |                    |          |                   |       |            |                |
| Play Live Co., LTD.                  |                    | 1F., No.19, LN. 160 Fengle Vil. | Nantum District    |          | Taichung City     |       | 40854      | Taiwan         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1                   | Address2            | Address3 | City            | State | Zip        | Country |
|--|--------------------|----------------------------|---------------------|----------|-----------------|-------|------------|---------|
| PLAY LIVE CO., LTD.                    |                    | No. 331, Sanfen Rd.        | Huatan Township     |          | Changhua County |       | 503        | Taiwan  |
| Player, Kelly M.                       |                    | Address on File            |                     |          |                 |       |            |         |
| Player, Trenise                        |                    | Address on File            |                     |          |                 |       |            |         |
| Pleasant, Hannah                       |                    | Address on File            |                     |          |                 |       |            |         |
| Pleasant, Paris                        |                    | Address on File            |                     |          |                 |       |            |         |
| Pleasant, Barbara B.                   |                    | Address on File            |                     |          |                 |       |            |         |
| Pleece, Caylie                         |                    | Address on File            |                     |          |                 |       |            |         |
| Pleitez, Victor                        |                    | Address on File            |                     |          |                 |       |            |         |
| Plexco, Rebecca                        |                    | Address on File            |                     |          |                 |       |            |         |
| Ploeckelman, Marlys                    |                    | Address on File            |                     |          |                 |       |            |         |
| Ploetz Jr., Val                        |                    | Address on File            |                     |          |                 |       |            |         |
| Ploss, Brianda                         |                    | Address on File            |                     |          |                 |       |            |         |
| Plotner, Shelby L.                     |                    | Address on File            |                     |          |                 |       |            |         |
| Plowden, Shadai B.                     |                    | Address on File            |                     |          |                 |       |            |         |
| Plumer, Austin J.                      |                    | Address on File            |                     |          |                 |       |            |         |
| Plummer, Jakailah                      |                    | Address on File            |                     |          |                 |       |            |         |
| Plunkert, Jessica                      |                    | Address on File            |                     |          |                 |       |            |         |
| PLUS CORPORATION                       |                    | 9700 SW Harvest Ct.        | Suite 130           |          | Beaverton       | OR    | 97005      |         |
| PLUS CORPORATION                       |                    | 9655 SW Sunshine Ct.       | Suite 300           |          | Beaverton       | OR    | 97005      |         |
| PLUS CORPORATION                       |                    | 4800 SW Griffith Drive     | Suite 230           |          | Beaverton       | OR    | 97005      |         |
| Plus Corporation of America            |                    | 9610 SW Sunshin Ct. #100   |                     |          | Beaverton       | OR    | 97005      |         |
| Plus Render S.L                        |                    | Calle Mayor 10 B, r        | Las arenas          |          | Bizkaia         |       | 48930      | Spain   |
| PMG Worldwide, LLC                     |                    | 2821 W. 7th Street         | Suite 270           |          | Fort Worth      | TX    | 76107      |         |
| Pochter, Cathie                        |                    | Address on File            |                     |          |                 |       |            |         |
| Pods Enterprises Inc.                  |                    | 5585 Rio Vista Drive       |                     |          | Clearwater      | FL    | 33760      |         |
| Pointe Coupee Parish Sales and Use Tax |                    | P.O. Box 290               |                     |          | New Roads       | LA    | 70760      |         |
| Pointer, Aya                           |                    | Address on File            |                     |          |                 |       |            |         |
| PolarBox US LLC                        |                    | 252 NW 29TH OTH FLOOR      |                     |          | Miami           | FL    | 33127      |         |
| POLARBOX US LLC                        |                    | 252 NW 29TH ST             | 9TH FLOOR SUITE 907 |          | MIAMI           | FL    | 33127      |         |
| Polavarapu, Srikanth                   |                    | Address on File            |                     |          |                 |       |            |         |
| Polder Products, LLC                   |                    | PO Box 631190              |                     |          | Cincinnati      | OH    | 45263-1190 |         |
| POLDER PRODUCTS, LLC                   |                    | 195 Christian Street       |                     |          | Oxford          | CT    | 06478      |         |
| Policano, Lillie                       |                    | Address on File            |                     |          |                 |       |            |         |
| Polk, Chase C.                         |                    | Address on File            |                     |          |                 |       |            |         |
| Polly Desai                            |                    | Address on File            |                     |          |                 |       |            |         |
| Polyethics Industries Inc              |                    | 625 Harvie Settlement Road | PO Box 51           |          | Orilla          | ON    | L3V 2L8    | Canada  |
| Poma Retail Development, Inc.          |                    | 222 W 6th Street           | Suite 421           |          | San Pedro       | CA    | 90731      |         |
| Poma Vasquez, Christian                |                    | Address on File            |                     |          |                 |       |            |         |
| Pomeroy, Nita I.                       |                    | Address on File            |                     |          |                 |       |            |         |
| Pongdara, Chintana S.                  |                    | Address on File            |                     |          |                 |       |            |         |
| Ponte Gadea California, LLC            |                    | 270 Biscayne Boulevard Way | Suite 201           |          | Miami           | FL    | 33131      |         |
| Poole, Nancy K.                        |                    | Address on File            |                     |          |                 |       |            |         |
| Poole, Nora R.                         |                    | Address on File            |                     |          |                 |       |            |         |
| Pope, Aubrey                           |                    | Address on File            |                     |          |                 |       |            |         |
| Popejoy, Debra M.                      |                    | Address on File            |                     |          |                 |       |            |         |
| Popovich, Michael A.                   |                    | Address on File            |                     |          |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName       | Address1                       | Address2   | Address3 | City              | State | Zip        | Country   |
|---|--------------------------|--------------------------------|------------|----------|-------------------|-------|------------|-----------|
| Poppin Furniture LLC                            |                          | 727 Greentree Rd               |            |          | Los Angeles       | CA    | 90272      |           |
| POPPIN FURNITURE LLC                            |                          | 16 Madison Square              |            |          | New York          | NY    | 10010      |           |
| Poppin Inc.                                     |                          | 44 West 18th Street            | Suite 701  |          | New York          | NY    | 10011      |           |
| Poppin Inc.                                     |                          | 727 Greentree Rd               |            |          | Los Angeles       | CA    | 90272      |           |
| Porcinula, Geoffrey S.                          |                          | Address on File                |            |          |                   |       |            |           |
| PORT AND POLISH                                 |                          | 541 49TH AVE                   |            |          | LONG ISLAND CITY  | NY    | 11101      |           |
| Port and Polish                                 |                          | 541 49th Avenue                |            |          | New York          | NY    | 11101      |           |
| Portacio, John A.                               |                          | Address on File                |            |          |                   |       |            |           |
| Porte, Eric R.                                  |                          | Address on File                |            |          |                   |       |            |           |
| Porte, Winifred A.                              |                          | Address on File                |            |          |                   |       |            |           |
| Porter, Cheryl A.                               |                          | Address on File                |            |          |                   |       |            |           |
| Porter, Clare                                   |                          | Address on File                |            |          |                   |       |            |           |
| Porter, Debra                                   |                          | Address on File                |            |          |                   |       |            |           |
| Porter, Nicholas F.                             |                          | Address on File                |            |          |                   |       |            |           |
| Portillo, Frances N.                            |                          | Address on File                |            |          |                   |       |            |           |
| Portillo, Roberto                               |                          | Address on File                |            |          |                   |       |            |           |
| Portland General Electric (PGE)                 |                          | PO Box 4438                    |            |          | Portland          | OR    | 97208-4438 |           |
| Portland General Electric (PGE)                 |                          | 121 SW Salmon St.              |            |          | Portland          | OR    | 97204      |           |
| Portman, Stella                                 |                          | Address on File                |            |          |                   |       |            |           |
| Portner, Sondra J.                              |                          | Address on File                |            |          |                   |       |            |           |
| Posey, Jessica M.                               |                          | Address on File                |            |          |                   |       |            |           |
| Postell, Kevin                                  |                          | Address on File                |            |          |                   |       |            |           |
| Postie, Inc.                                    |                          | 3616 Far W Blvd, Suite 117-103 |            |          | Austin            | TX    | 78731      |           |
| Potomac Electric Power Company                  | Corporate Correspondence | PO Box 97274                   |            |          | Washington        | DC    | 20090-7274 |           |
| Potter, Rodney                                  |                          | Address on File                |            |          |                   |       |            |           |
| Potter, Tawanda L.                              |                          | Address on File                |            |          |                   |       |            |           |
| Potthast, Celeste M.                            |                          | Address on File                |            |          |                   |       |            |           |
| Potvin, Danielle                                |                          | Address on File                |            |          |                   |       |            |           |
| Poulsen, Karen S.                               |                          | Address on File                |            |          |                   |       |            |           |
| Poultney, Sara                                  |                          | Address on File                |            |          |                   |       |            |           |
| Poveda Garcia, Elizabeth                        |                          | Address on File                |            |          |                   |       |            |           |
| POWA CORPORATION PTY LTD<br>ATFT FORMWARE TRUST |                          | 11 / 20 Sustainable Avenue     | Bibra Lake |          | Western Australia |       | 6163       | Australia |
| Powell, Autumn E.                               |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Becky                                   |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Cliffawn                                |                          | Address on File                |            |          |                   |       |            |           |
| Powell, David                                   |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Donovan                                 |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Eveline                                 |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Linda M.                                |                          | Address on File                |            |          |                   |       |            |           |
| Powell, Paris                                   |                          | Address on File                |            |          |                   |       |            |           |
| Power Reviews, Inc.                             |                          | PO Box 74949                   |            |          | Chicago           | IL    | 60675      |           |
| Power Sales & Advertising, Inc.                 | Attn Jon Antrim          | 9909 Lakeview Ave              |            |          | Lenexa            | KS    | 66219      |           |
| Power Solutions, LLC                            |                          | PO Box 100                     |            |          | Barrington        | RI    | 02806      |           |
| Powers, Janice L.                               |                          | Address on File                |            |          |                   |       |            |           |
| Powers, Nicole                                  |                          | Address on File                |            |          |                   |       |            |           |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName                 | Address1                      | Address2                             | Address3 | City          | State | Zip        | Country |
|---------------------------------|------------------------------------|-------------------------------|--------------------------------------|----------|---------------|-------|------------|---------|
| PR 150 Roosevelt Shops LLC      | Attn PR 150 Roosevelt Shops LLC    | c/o PGIM Real Estate          | 7 Giralda Farms                      |          | Madison       | NJ    | 07940      |         |
| PR 150 Roosevelt Shops LLC      | c/o Poag Shopping Centers LLC      | 1770 Kirby Parkway, Suite 215 | ATTN PR 150 Roosevelt Shops LLC      |          | Memphis       | TN    | 38138      |         |
| PR 150 Roosevelt Shops LLC      |                                    | 180 N. Stetson                | Suite 3275                           |          | Chicago       | IL    | 60601      |         |
| PR/MRPI Eastgate C, LLC         | Attn Douglas Roberts               | c/o PGI, Inc.                 | 7 Giralda Farms, LLP                 |          | Madison       | NJ    | 07940      |         |
| PR/MRPI Eastgate C, LLC         | Attn Eastgate Asset Manager        | c/o PGIM Real Estate          | 655 Broad Street 14th Floor          |          | Newark        | NJ    | 07102      |         |
| PR/MRPI Eastgate C, LLC         | Attn Senior Real Estate Manager    | c/o CBRE                      | 1 East Pratt Street, Suite 1700      |          | Baltimore     | MD    | 21202      |         |
| PR/MRPI Eastgate C, LLC         | Lewis Roca Rothgerber Christie LLP | Attn Amy Altshuler            | 201 E. Washington Street, 12th Floor |          | Phoenix       | AZ    | 85004      |         |
| PRACTICAL MAGIC APOTHECARY      |                                    | 2401 208th Street             | Unit C4                              |          | Torrance      | CA    | 90501      |         |
| Practical Magic Apothecary      |                                    | 41 5th Street                 |                                      |          | Hermosa Beach | CA    | 90254      |         |
| Pralgever, Jennifer             |                                    | Address on File               |                                      |          |               |       |            |         |
| Prater, Justin T.               |                                    | Address on File               |                                      |          |               |       |            |         |
| Prather, Bryn L.                |                                    | Address on File               |                                      |          |               |       |            |         |
| Pratt Industries                |                                    | 3700 Eagle Place Drive        | Suite 800                            |          | Dallas        | TX    | 75236      |         |
| Pratt, Crystal J.               |                                    | Address on File               |                                      |          |               |       |            |         |
| Pratt, Falando D.               |                                    | Address on File               |                                      |          |               |       |            |         |
| Pratt, Kevin                    |                                    | Address on File               |                                      |          |               |       |            |         |
| Preciado, Kevin A.              |                                    | Address on File               |                                      |          |               |       |            |         |
| Preising, Twyla H.              |                                    | Address on File               |                                      |          |               |       |            |         |
| Premier Freight Management Corp |                                    | 635 East 48th St              | Suite A                              |          | Holland       | MI    | 49423      |         |
| Premier Trailers, LLC           |                                    | 5201 Tennyson Parkway         | Ste 250                              |          | Plano         | TX    | 75024      |         |
| Premo, Jennifer                 |                                    | Address on File               |                                      |          |               |       |            |         |
| Prepd Inc                       |                                    | 251 Little Falls Drive        |                                      |          | Wilmington    | DE    | 19808      |         |
| PREPD, INC                      |                                    | 1032 E BRANDON BLVD #6888     |                                      |          | BRANDON       | FL    | 33511      |         |
| President, Nathaniel            |                                    | Address on File               |                                      |          |               |       |            |         |
| Pressey IV, Myles A.            |                                    | Address on File               |                                      |          |               |       |            |         |
| Preston, Jerome                 |                                    | Address on File               |                                      |          |               |       |            |         |
| Prestridge, Tucker              |                                    | Address on File               |                                      |          |               |       |            |         |
| Previe, Michelle R.             |                                    | Address on File               |                                      |          |               |       |            |         |
| Pri Edgebanding                 |                                    | 1500 St Paul Ave              |                                      |          | Gurnee        | IL    | 60031      |         |
| Price, Brittani A.              |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Elijah S.                |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Jacques D.               |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Jamar A.                 |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Kristine A.              |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Mara V.                  |                                    | Address on File               |                                      |          |               |       |            |         |
| Price, Marvin W.                |                                    | Address on File               |                                      |          |               |       |            |         |
| PricewaterhouseCoopers LLP      |                                    | PO Box 952282                 |                                      |          | Dallas        | TX    | 75395-2282 |         |
| PrideStaff, Inc.                |                                    | PO Box 205287                 |                                      |          | Dallas        | TX    | 75320-5287 |         |
| Priest, Catherine A.            |                                    | Address on File               |                                      |          |               |       |            |         |
| Priester, Fred N.               |                                    | Address on File               |                                      |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName   | Address1                        | Address2        | Address3 | City            | State | Zip        | Country |
|---|----------------------|---------------------------------|-----------------|----------|-----------------|-------|------------|---------|
| Prieto Jr., Adolfo                        |                      | Address on File                 |                 |          |                 |       |            |         |
| Prieto, Rody                              |                      | Address on File                 |                 |          |                 |       |            |         |
| Prigge, Joyce M.                          |                      | Address on File                 |                 |          |                 |       |            |         |
| Prikryl, Kathy R.                         |                      | Address on File                 |                 |          |                 |       |            |         |
| Prim Jr., Jacob R.                        |                      | Address on File                 |                 |          |                 |       |            |         |
| PRIM, LLC.                                |                      | 60 High Point Road              |                 |          | Westport        | CT    | 06880      |         |
| Primary Color Systems                     |                      | 11130 Holder Street             |                 |          | Cypress         | CA    | 90630      |         |
| Primo Permit Processing Inc.              |                      | 13803 SW 50 Terrace             |                 |          | Miami           | FL    | 33175      |         |
| Principal Life Ins. Co. - 431110          |                      | Property 431110                 | P.O. Box 850300 |          | Minneapolis     | MN    | 55485      |         |
| Printworks, LLC                           |                      | 52 MADISON PLACE, APT A         |                 |          | ANNAPOLIS       | MD    | 21401      |         |
| PRINTWORKS, LLC                           |                      | 2502 S. 4th St.                 |                 |          | Austin          | TX    | 78704      |         |
| PRINTWORKS, LLC                           |                      | 9103 Yellow Brick Rd. Suite N   |                 |          | Rosedale        | MD    | 21237      |         |
| Prior, Isis C.                            |                      | Address on File                 |                 |          |                 |       |            |         |
| PRISA LHC, LLC                            | PGIM Real Estate     | 7 Giralda Farms                 |                 |          | Madison         | NJ    | 07940      |         |
| PRISA LHC, LLC                            |                      | PO Box 734904                   |                 |          | Chicago         | IL    | 60673      |         |
| PRISA LHC, LLC                            |                      | P.O. Box 2044                   | Dept. 7500      |          | Memphis         | TN    | 38101      |         |
| Prismic.io                                |                      | 52 rue de Borrego               |                 |          | Paris           |       | 75020      | France  |
| Pritchard, Jeanne                         |                      | Address on File                 |                 |          |                 |       |            |         |
| Pritt, Melissa R.                         |                      | Address on File                 |                 |          |                 |       |            |         |
| Privert, Debra L.                         |                      | Address on File                 |                 |          |                 |       |            |         |
| Pro Souce Packaging, Inc                  |                      | 15825 SH 249                    |                 |          | Houston         | TX    | 77086      |         |
| Procure Technologies, Inc.                |                      | 6309 Carpinteria Avenue         |                 |          | Carpinteria     | CA    | 93013      |         |
| Professional Coatings Inc                 |                      | 100 COMMERCE PARK DRIVE         |                 |          | CABOT           | AR    | 72023-4100 |         |
| Professional Diversity Network, Inc       |                      | 55 E. Monroe St                 | Ste 2120        |          | Chicago         | IL    | 60603      |         |
| Professional Installation Network, Inc.   |                      | 500 Industrial Blvd             |                 |          | Grapevine       | TX    | 76051      |         |
| Progress Energy Carolinas, Inc.           |                      | 410 South Wilmington Street     |                 |          | Raleigh         | NC    | 27601-1748 |         |
| Progress Luv2Pak International Ltd.       |                      | 20 Tangiers Rd                  |                 |          | Toronto         | ON    | M3J2B1     | Canada  |
| PROGRESSIVE INTERNATIONAL COR             |                      | 3514 142nd Ave E                |                 |          | Sumner          | WA    | 98390      |         |
| PROGRESSIVE INTERNATIONAL COR             |                      | 6111 S. 228th Street            |                 |          | Kent            | WA    | 98032      |         |
| Progressive International Corp.           |                      | P.O. Box 1615                   |                 |          | Denver          | CO    | 80291-1615 |         |
| PROJECT GENIUS                            |                      | 2701 Gattis School Road         | Suite 150-E     |          | Round Rock      | TX    | 78664      |         |
| projekt202, LLC                           | Attn Stephen Andrews | 5080 Spectrum Drive, Suite 320W |                 |          | Addison         | TX    | 75001      |         |
| Prologis, L.P. dba Duke Secured Financing |                      | 1800 Wazee Street               | Suite 500       |          | Denver          | CO    | 80202      |         |
| Promethean Builders LLC                   |                      | 477 S Rosemary Ave              |                 |          | West Palm Beach | FL    | 33401      |         |
| Propak Corporation                        |                      | 1100 Garrison Avenue            |                 |          | Fort Smith      | AR    | 72901      |         |
| Prosegur EAS USA, LLC                     |                      | 598 Hillsboro Technology Drive  | Suite F         |          | Deerfield Beach | FL    | 33441-7732 |         |
| Provenzano, Joseph                        |                      | Address on File                 |                 |          |                 |       |            |         |
| Provost, Timothy J.                       |                      | Address on File                 |                 |          |                 |       |            |         |
| Prude, Mary                               |                      | Address on File                 |                 |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName          | Address1                                 | Address2      | Address3      | City                    | State | Zip        | Country     |
|---|-----------------------------|--|---------------|---------------|-------------------------|-------|------------|-------------|
| Pruett, Trent E.                          |                             | Address on File                          |               |               |                         |       |            |             |
| Pruett, Dylan                             |                             | Address on File                          |               |               |                         |       |            |             |
| Pryor, Emily                              |                             | Address on File                          |               |               |                         |       |            |             |
| Pryor, Jessica                            |                             | Address on File                          |               |               |                         |       |            |             |
| Pry-Sock, Michael                         |                             | Address on File                          |               |               |                         |       |            |             |
| PS Endeavors                              | Chicago Anytime Assistants  | 1512 North Fremont, Suite 102            |               |               | Chicago                 | IL    | 60642      |             |
| PSE&G-Public Service Elec & Gas Co        |                             | P.O. Box 14444                           |               |               | New Brunswick           | NJ    | 08906-4444 |             |
| PSE&G-Public Service Elec & Gas Co        |                             | 80 Park Plaza                            |               |               | Newark                  | NJ    | 07102      |             |
| PSEGLI                                    |                             | P.O. Box 9039                            |               |               | Hicksville              | NY    | 11802-9039 |             |
| PSEGLI                                    |                             | 80 Park Plaza                            |               |               | Newark                  | NJ    | 07102      |             |
| PSSI Pest Services                        |                             | PO Box 645026                            |               |               | Dallas                  | TX    | 75264-5026 |             |
| PSU PDX STEM                              |                             | 1600 SW 4th Ave                          | Ste. 260      |               | Portland                | OR    | 97201-5513 |             |
| PT. Eastern Living International          |                             | Jln. Gedong Panjang No 7 Pekojan         |               |               | Jakarta Barat, Dki Jaya |       | 11460      | Indonesia   |
| Public Company Accounting Oversight Board |                             | PO Box 418631                            |               |               | Boston                  | MA    | 02241-8631 |             |
| PUBLIC GOODS                              |                             | 85 Delancey Street                       | Suite 65      |               | New York                | NY    | 10001      |             |
| Public School Paper Co                    |                             | 14 Inverness Dr. East Suite C-130        |               |               | Englewood               | CO    | 80112      |             |
| PUBLIC SCHOOL PAPER CO.                   |                             | 14 Inverness Dr. East                    | Suite C-130   |               | Englewood               | CO    | 80112      |             |
| Publicis Epsilon Collection Account       |                             | P.O. Box 7410138                         |               |               | Chicago                 | IL    | 60674      |             |
| Publitas.com                              |                             | J.H. Oortweg 21                          |               |               | Leiden, South Holland   |       | 2333CH     | Netherlands |
| Puerta, Nancy                             |                             | Address on File                          |               |               |                         |       |            |             |
| Puertas, Anastacia                        |                             | Address on File                          |               |               |                         |       |            |             |
| Puget Sound Energy                        |                             | BOT-01H                                  |               |               | Bellevue                | WA    | 98009-9269 |             |
| Puget Sound Energy                        |                             | 355 - 110th Avenue NE                    |               |               | Bellevue                | WA    | 98004      |             |
| Pugh, Alayne M.                           |                             | Address on File                          |               |               |                         |       |            |             |
| Pugh, Susan E.                            |                             | Address on File                          |               |               |                         |       |            |             |
| Pukalay, Bhavani                          |                             | Address on File                          |               |               |                         |       |            |             |
| Pulaski County Treasurer                  |                             | PO Box 430                               |               |               | Little Rock             | AR    | 72203      |             |
| Pulido, Araceli                           |                             | Address on File                          |               |               |                         |       |            |             |
| Pullen, Crystal                           |                             | Address on File                          |               |               |                         |       |            |             |
| Pulte Home Corporation                    | Attn NSS Preferred Provider | 3350 Peachtree Rd., Suite 150            |               |               | Atlanta                 | GA    | 30326      |             |
| Punch Studio LLC dba Lady Jayne LTD       |                             | PO Box 3663                              |               |               | Culver City             | CA    | 90231      |             |
| Punch Studio, LLC                         |                             | PO Box 3663                              |               |               | Culver City             | CA    | 90231-3663 |             |
| Pupel, Sarah                              |                             | Address on File                          |               |               |                         |       |            |             |
| PUR HOME                                  |                             | 2451 Jayme Street                        |               |               | Pahrump                 | NV    | 89048      |             |
| Pura Scents, Inc.                         |                             | 2100 Pleasant Grove Blvd.                | #600          |               | Pleasant Grove          | UT    | 84062      |             |
| PUREWINE INC                              |                             | 630 E southlake Blvd                     | Ste 105-1110  |               | Southlake               | TX    | 76092      |             |
| PURPLE LADYBUG                            |                             | 87-105 Chatham Rd                        | Tsim Sha Tsui | Kowloon       | Hong Kong               |       | 999077     | China       |
| Purple Ladybug                            |                             | Flat 409, 4/F, Beverly Commercial Centre | 87-105        | Tsim Sha Tsui | Hong Kong               |       | 999077     | China       |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                               | CreditorNoticeName | Address1                           | Address2  | Address3 | City             | State | Zip        | Country |
|--|--------------------|------------------------------------|-----------|----------|------------------|-------|------------|---------|
| PurseN LLC                                 |                    | 1266 West Paces Ferry Road<br>#320 |           |          | Atlanta          | GA    | 30327      |         |
| Purser, Aaron W.                           |                    | Address on File                    |           |          |                  |       |            |         |
| Purvis, Zacariah                           |                    | Address on File                    |           |          |                  |       |            |         |
| Pusich, Maureen J.                         |                    | Address on File                    |           |          |                  |       |            |         |
| Pustejovsky, Maibel                        |                    | Address on File                    |           |          |                  |       |            |         |
| Pustovit, Mykhailo                         |                    | Address on File                    |           |          |                  |       |            |         |
| PwC US Tax LLP                             |                    | 4040 W. Boy Scout Blvd             |           |          | Tampa            | FL    | 33607      |         |
| Pye, Robert                                |                    | Address on File                    |           |          |                  |       |            |         |
| Pylant, Hannah R.                          |                    | Address on File                    |           |          |                  |       |            |         |
| Pyle, Rebecca A.                           |                    | Address on File                    |           |          |                  |       |            |         |
| Pyrka, Amy                                 |                    | Address on File                    |           |          |                  |       |            |         |
| Pythian Services USA Inc.                  |                    | 319 McRae Ave Suite 700            |           |          | Ottawa           | ON    | K1Z 0B9    | Canada  |
| Q4 Inc.                                    |                    | DEPT CH 19903                      |           |          | Palatine         | IL    | 60055-9903 |         |
| Quadient Finance USA, Inc.                 |                    | PO Box 6813                        |           |          | Carol Stream     | IL    | 60197      |         |
| Quainoo, Joshua                            |                    | Address on File                    |           |          |                  |       |            |         |
| Quality Growers                            |                    | PO Box 1640                        |           |          | Deleon Springs   | FL    | 32130      |         |
| Qualls, Stephanie N.                       |                    | Address on File                    |           |          |                  |       |            |         |
| Qualtrics, LLC                             |                    | 333 W. River Park Dr.              |           |          | Provo            | UT    | 84604      |         |
| Quantum Metric, Inc.                       |                    | 10807 New Allegiance Drive         | Suite 155 |          | Colorado Springs | CO    | 80921      |         |
| QUANTUM STORAGE SYSTEMS                    |                    | 3665 W. Bath Rd.                   |           |          | Akron            | OH    | 44333      |         |
| Quantum Storage Systems                    |                    | 15800 NW 15th Ave.                 |           |          | Miami            | FL    | 33169      |         |
| Quashie, Jalen                             |                    | Address on File                    |           |          |                  |       |            |         |
| Quaynor, Jonathan                          |                    | Address on File                    |           |          |                  |       |            |         |
| Queen, Kari E.                             |                    | Address on File                    |           |          |                  |       |            |         |
| Queenan, Eleanor C.                        |                    | Address on File                    |           |          |                  |       |            |         |
| Quesada, Alberto                           |                    | Address on File                    |           |          |                  |       |            |         |
| Quest Software, Inc.                       |                    | PO Box 731381                      |           |          | Dallas           | TX    | 75373-1381 |         |
| Quezada, Allan J.                          |                    | Address on File                    |           |          |                  |       |            |         |
| Quiambao, Josh Randal                      |                    | Address on File                    |           |          |                  |       |            |         |
| Quigley, Kim D.                            |                    | Address on File                    |           |          |                  |       |            |         |
| Quiles, Lordmessiah                        |                    | Address on File                    |           |          |                  |       |            |         |
| Quilici, Heather R.                        |                    | Address on File                    |           |          |                  |       |            |         |
| Quilizapa, Amy P.                          |                    | Address on File                    |           |          |                  |       |            |         |
| Quillen, Angela V.                         |                    | Address on File                    |           |          |                  |       |            |         |
| Quincy Compressor LLC                      |                    | 701 N Dobson Avenue                |           |          | Bay Minette      | AL    | 36507      |         |
| Quinlan, Jesse                             |                    | Address on File                    |           |          |                  |       |            |         |
| Quinn, Kelley                              |                    | Address on File                    |           |          |                  |       |            |         |
| Quinn, Natalie L.                          |                    | Address on File                    |           |          |                  |       |            |         |
| Quinones, Cristian                         |                    | Address on File                    |           |          |                  |       |            |         |
| Quinones, Tabatha N.                       |                    | Address on File                    |           |          |                  |       |            |         |
| Quintana Jr., Raul                         |                    | Address on File                    |           |          |                  |       |            |         |
| Quintanilla, Nelly                         |                    | Address on File                    |           |          |                  |       |            |         |
| Quintanilla-Martinez, Mirlen               |                    | Address on File                    |           |          |                  |       |            |         |
| Quintero, Patrice                          |                    | Address on File                    |           |          |                  |       |            |         |
| Quinteros, Eduardo A.                      |                    | Address on File                    |           |          |                  |       |            |         |
| QUINTESSENTIAL TOTS, LLC<br>DBA ITZY RITZY |                    | 1665 Quincy Ave                    | #179      |          | Naperville       | IL    | 60540      |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                               | CreditorNoticeName | Address1                                 | Address2  | Address3 | City         | State | Zip        | Country |
|--|--------------------|--|-----------|----------|--------------|-------|------------|---------|
| Quintessential Tots, LLC dba Itzy Ritzzy   |                    | PO Box 1057                              |           |          | Aurora       | IL    | 60507      |         |
| Quip                                       |                    | 45 Main Street ste 630                   |           |          | Brooklyn     | NY    | 11205      |         |
| Quip NYC Inc.                              |                    | 45 Main Street                           |           |          | Brooklyn     | NY    | 11201      |         |
| Quiroga, Mona L.                           |                    | Address on File                          |           |          |              |       |            |         |
| Quiroz Ramirez, Abril C.                   |                    | Address on File                          |           |          |              |       |            |         |
| Quong, Michelle C.                         |                    | Address on File                          |           |          |              |       |            |         |
| Qurium Solutions Inc                       |                    | 5 Westbrook Corporate Center             | Suite 920 |          | Westchester  | IL    | 60154      |         |
| R & R Resale                               |                    | 5577 Spellmire Dr                        |           |          | West Chester | OH    | 45246-4841 |         |
| R & S Mechanical, Inc.                     |                    | 12540 C.F. Hawn Freeway                  |           |          | Dallas       | TX    | 75253      |         |
| R X O Freight Forwarding                   |                    | 27839 Network Place                      |           |          | Chicago      | IL    | 60673-1278 |         |
| R&Y Group LLC                              |                    | 20264 NE 15th Court                      |           |          | Miami        | FL    | 33179      |         |
| R.F. YAMAKAWA CO.,LTD.                     |                    | 4F, 1-14-7 Tsukishima                    | Chuo-ku   |          | Tokyo        |       | 104-0052   | Japan   |
| R.F. Yamakawa USA Inc.                     |                    | 8550 W Desert Inn                        | #102-166  |          | Las Vegas    | NV    | 89117      |         |
| Rabb, Jonice A.                            |                    | Address on File                          |           |          |              |       |            |         |
| Rabell Romo, Paula                         |                    | Address on File                          |           |          |              |       |            |         |
| Racedo, Daniel I.                          |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Cornelio                            |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Kelesoglou                          |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Lee Ann LaMantia                    |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Maltz                               |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Strong                              |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Whiteaker                           |                    | Address on File                          |           |          |              |       |            |         |
| Rachel Woodrum                             |                    | Address on File                          |           |          |              |       |            |         |
| Radaj, DeAnna M.                           |                    | Address on File                          |           |          |              |       |            |         |
| Raddant, Amy L.                            |                    | Address on File                          |           |          |              |       |            |         |
| Rademaker, David J.                        |                    | Address on File                          |           |          |              |       |            |         |
| Radford, Margaret D.                       |                    | Address on File                          |           |          |              |       |            |         |
| Radovich, Seramary                         |                    | Address on File                          |           |          |              |       |            |         |
| Rae, Jacquleen G.                          |                    | Address on File                          |           |          |              |       |            |         |
| Ragar, Christine A.                        |                    | Address on File                          |           |          |              |       |            |         |
| Raghy Achar                                |                    | Address on File                          |           |          |              |       |            |         |
| Rahmani, Nasrin                            |                    | Address on File                          |           |          |              |       |            |         |
| Raia, Meredith L.                          |                    | Address on File                          |           |          |              |       |            |         |
| Raia, Renee                                |                    | Address on File                          |           |          |              |       |            |         |
| Rail, Martha                               |                    | Address on File                          |           |          |              |       |            |         |
| Raina Lazarus                              |                    | Address on File                          |           |          |              |       |            |         |
| Raindrop Systems, Inc.                     |                    | 2350 Mission College Blvd.,<br>Suite 880 |           |          | Santa Clara  | CA    | 95054      |         |
| Rainey, Laura S.                           |                    | Address on File                          |           |          |              |       |            |         |
| Rains USA Inc                              |                    | 179 Entin Rd                             |           |          | Clifton      | NJ    | 07014      |         |
| RaiseRight, LLC                            |                    | 2111 44th Street                         |           |          | Grand Rapids | MI    | 49508      |         |
| Raisor, Thomas M.                          |                    | Address on File                          |           |          |              |       |            |         |
| Raiter, Ashley N.                          |                    | Address on File                          |           |          |              |       |            |         |
| Raj, Nisha D.                              |                    | Address on File                          |           |          |              |       |            |         |
| Rajpaul, Ashley                            |                    | Address on File                          |           |          |              |       |            |         |
| Rakuten Marketing LLC (formerly Linkshare) |                    | 215 Park Avenue South                    | 9th Floor |          | New York     | NY    | 10003      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                      | CreditorNoticeName                         | Address1  | Address2                         | Address3 | City             | State | Zip        | Country |
|-----------------------------------|--|---|----------------------------------|----------|------------------|-------|------------|---------|
| Ralph Orłowski                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramco Centennial Shops LLC        |  | 500 North Broadway, Suite 201                                       | PO Box 9010                      |          | Jericho          | NY    | 11753      |         |
| Ramco Gershenson Properties LP    | Centennial Shops                           | P.O. Box 350018   |                                  |          | Boston           | MA    | 02241-0518 |         |
| Ramco Gershenson Properties LP    |  | 500 North Boardway, Suite 201                                       | PO BOX 9010                      |          | Jericho          | NY    | 11753      |         |
| Ramco Gershenson Properties LP    |  | 500 North Broadway, Suite 201                                       | PO Box 9010                      |          | Jericho          | NY    | 11753      |         |
| Ramco Gershenson Properties LP    |  | 31500 Northwestern Highway  | Suite 300                        |          | Farmington Hills | MI    | 48334      |         |
| Ramco-Gershenson Properties, L.P. | Attn Sr. Vice President - Asset Management | 31500 Northwestern Highway, Suite 300                               |                                  |          | Farmington Hills | MI    | 48334      |         |
| Ramco-Gershenson Properties, L.P. | Honigman Miller Schwartz and Cohn LLP      | Richard J. Bernstein, Esq.<br>31500 Northwestern Highway, Suite 300 | 39400 Woodward Avenue, Suite 101 |          | Bloomfield Hills | MI    | 48304      |         |
| Ramco-Gershenson, Inc.            | Centennial Shops                           |   |                                  |          | Farmington Hills | MI    | 48334      |         |
| Ramdass, Preshus                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramesh, Savithri                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramey LLP                         |  | 5020 Montrose Blvd. Ste 800   |                                  |          | Houston          | TX    | 77006      |         |
| Ramin, Gary A.                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Alexia M.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Bibiana D.               |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Brian S.                 |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Carizia                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Daniel J.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, David                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Elyana S.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Isabel A.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Janeth G.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Jessica                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Leticia                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Olivia                   |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Roberto                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Salina                   |  | Address on File   |                                  |          |                  |       |            |         |
| Ramirez, Vivian A.                |  | Address on File   |                                  |          |                  |       |            |         |
| Ramiscal, Juan C.                 |  | Address on File   |                                  |          |                  |       |            |         |
| Ramnanan, Richard                 |  | Address on File   |                                  |          |                  |       |            |         |
| Ramnarace, Amanda-Jane            |  | Address on File   |                                  |          |                  |       |            |         |
| Ramon, Neida                      |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos Hernandez, Valeria          |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos Mendez, Miguel A.           |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Amya J.                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Ana                        |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Andrew R.                  |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Armando                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Brandon M.                 |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Jaiden                     |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Jesus                      |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Jose I.                    |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Phillip L.                 |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Ronnie                     |  | Address on File   |                                  |          |                  |       |            |         |
| Ramos, Rossy                      |  | Address on File   |                                  |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName                 | Address1                           | Address2   | Address3 | City          | State | Zip        | Country |
|----------------------------------|------------------------------------|------------------------------------|--|----------|---------------|-------|------------|---------|
| Ramos, William Gabriel           |                                    | Address on File                    |  |          |               |       |            |         |
| Ramos-Rosas, Luis J.             |                                    | Address on File                    |  |          |               |       |            |         |
| Ramsburg, Jordan                 |                                    | Address on File                    |  |          |               |       |            |         |
| Ramsey, Ashley                   |                                    | Address on File                    |  |          |               |       |            |         |
| Ramsey, Nancy                    |                                    | Address on File                    |  |          |               |       |            |         |
| Ramsey, Taylor-Jade              |                                    | Address on File                    |  |          |               |       |            |         |
| Randall, Sean                    |                                    | Address on File                    |  |          |               |       |            |         |
| Randee Revell and Evan Revell    |                                    | 13550 Rontgen Circle               |  |          | Orlando       | FL    | 32827      |         |
| RANDI BENNETT                    |                                    | Address on File                    |  |          |               |       |            |         |
| RANDI MEANS                      |                                    | Address on File                    |  |          |               |       |            |         |
| Randle, Ashley D.                |                                    | Address on File                    |  |          |               |       |            |         |
| Randolph, Amber                  |                                    | Address on File                    |  |          |               |       |            |         |
| Randolph, Amber                  |                                    | Address on File                    |  |          |               |       |            |         |
| Randolph, Sheryl A.              |                                    | Address on File                    |  |          |               |       |            |         |
| Randolph, Stephanie              |                                    | Address on File                    |  |          |               |       |            |         |
| Randstad General Partner LLC     | Randstad, Attn Treasury Department | 3625 Cumberland Blvd, SE Suite 600 |  |          | Atlanta       | GA    | 30339      |         |
| Raneri, Jason S.                 |                                    | Address on File                    |  |          |               |       |            |         |
| Raneri, Rosa P.                  |                                    | Address on File                    |  |          |               |       |            |         |
| Rangel, Cassandra                |                                    | Address on File                    |  |          |               |       |            |         |
| Rangel, Jesse                    |                                    | Address on File                    |  |          |               |       |            |         |
| Ranger Reit Iv Llc               |                                    | PO Box 95428                       |  |          | Grapevine     | TX    | 76099-9735 |         |
| Raphaely, Wendy M.               |                                    | Address on File                    |  |          |               |       |            |         |
| Rapid7 LLC                       |                                    | PO Box 347377                      |  |          | Pittsburgh    | PA    | 15251      |         |
| Rapp, Karen E.                   |                                    | Address on File                    |  |          |               |       |            |         |
| Rapp, Mindy L.                   |                                    | Address on File                    |  |          |               |       |            |         |
| Rare Beauty Brands, Inc.         |                                    | 83 Morse St.                       |  |          | Norwood       | MA    | 02062      |         |
| Rashad Trevor Samuels            | Shaun Abrilz LS Sr. Investigator   | New York State Department of Labor | State Office Bldg. Campus Building 12, Room 185C |          | Albany        | NY    | 12240-0122 |         |
| Rashad Trevor Samuels            |                                    | Address on File                    |  |          |               |       |            |         |
| Rashid, Reeda                    |                                    | Address on File                    |  |          |               |       |            |         |
| Rashon Hayes                     |                                    | Address on File                    |  |          |               |       |            |         |
| RASIK PRODUCST PVT. LTD. UNIT IV |                                    | UNIT IV                            |  |          | MATHURA       |       | 281003     | India   |
| Raskin, John                     |                                    | Address on File                    |  |          |               |       |            |         |
| Rathke, Matthew                  |                                    | Address on File                    |  |          |               |       |            |         |
| Rauch, Eugene L.                 |                                    | Address on File                    |  |          |               |       |            |         |
| Rauchfuss, Brianna G.            |                                    | Address on File                    |  |          |               |       |            |         |
| Ravid Law Group                  |                                    | 450 North Roxbury Drive            | Suite 725  |          | Beverly Hills | CA    | 90210      |         |
| Ravid Law Group                  |                                    | 601 S. Figueroa Street             | #4400  |          | Los Angeles   | CA    | 90017      |         |
| Rawlins, Victor S.               |                                    | Address on File                    |  |          |               |       |            |         |
| Rawlinson, Melinda               |                                    | Address on File                    |  |          |               |       |            |         |
| Rawls, Jordan A.                 |                                    | Address on File                    |  |          |               |       |            |         |
| Rawski, Michele                  |                                    | Address on File                    |  |          |               |       |            |         |
| Ray III, Henry L.                |                                    | Address on File                    |  |          |               |       |            |         |
| Ray Jr., Thomas                  |                                    | Address on File                    |  |          |               |       |            |         |
| Ray, Katherine                   |                                    | Address on File                    |  |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName | Address1                  | Address2  | Address3 | City              | State | Zip        | Country |
|-------------------------------------|--------------------|---------------------------|-----------|----------|-------------------|-------|------------|---------|
| Ray, Taylor                         |                    | Address on File           |           |          |                   |       |            |         |
| Raymond, Debbie                     |                    | Address on File           |           |          |                   |       |            |         |
| Raynett Nottie                      |                    | Address on File           |           |          |                   |       |            |         |
| Raynor, Gus                         |                    | Address on File           |           |          |                   |       |            |         |
| Rays Wrap Inc dba Jillson & Roberts |                    | 3300 W. Castor Street     |           |          | Santa Ana         | CA    | 92704-3908 |         |
| Razo, Vivian C.                     |                    | Address on File           |           |          |                   |       |            |         |
| Read, Siera                         |                    | Address on File           |           |          |                   |       |            |         |
| Ready America, Inc.                 |                    | 1399 Specialty Dr.        |           |          | Vista             | CA    | 92081      |         |
| Ready, Erinn                        |                    | Address on File           |           |          |                   |       |            |         |
| Reagan Phillips DBA Cure the Chaos  |                    | Address on File           |           |          |                   |       |            |         |
| Reagan, Julie                       |                    | Address on File           |           |          |                   |       |            |         |
| Real, Nathalie J.                   |                    | Address on File           |           |          |                   |       |            |         |
| REALLY USEFUL BOXES INC.            |                    | 355 Longview Drive        |           |          | Bloomington       | IL    | 60108      |         |
| Really Useful Boxes, Inc.           |                    | 2791 Katherine Way        |           |          | Elk Grove Village | IL    | 60007      |         |
| Reames, Natasha                     |                    | Address on File           |           |          |                   |       |            |         |
| Reardon, Gail                       |                    | Address on File           |           |          |                   |       |            |         |
| Rearte, Carolina                    |                    | Address on File           |           |          |                   |       |            |         |
| Reasons, Halli                      |                    | Address on File           |           |          |                   |       |            |         |
| Reaves, Tiffany A.                  |                    | Address on File           |           |          |                   |       |            |         |
| Rebecca Bacon                       |                    | Address on File           |           |          |                   |       |            |         |
| REBECCA CUNDIFF                     |                    | Address on File           |           |          |                   |       |            |         |
| Rebecca L. Winslow                  |                    | Address on File           |           |          |                   |       |            |         |
| REBECCA LYNN PARISH                 |                    | Address on File           |           |          |                   |       |            |         |
| Rebekah Christie                    |                    | Address on File           |           |          |                   |       |            |         |
| Rebekah Haynes                      |                    | Address on File           |           |          |                   |       |            |         |
| Rebekah M. Marple                   |                    | Address on File           |           |          |                   |       |            |         |
| Rebelo, Tracy                       |                    | Address on File           |           |          |                   |       |            |         |
| Rebibo, Evan M.                     |                    | Address on File           |           |          |                   |       |            |         |
| Recendes, Ariel                     |                    | Address on File           |           |          |                   |       |            |         |
| Recology Golden State               |                    | 250 Executive Park Blvd.  |           |          | San Francisco     | CA    | 94134-3306 |         |
| Recurrent Ventures, Inc.            |                    | 701 Bricknell Ave         | Ste 1550  |          | Miami             | FL    | 33131      |         |
| Recycling Equipment Inc.            |                    | PO Box 1474               |           |          | Hickory           | NC    | 28603-1474 |         |
| Red Eagle, Ashlyne J.               |                    | Address on File           |           |          |                   |       |            |         |
| Red River Tax Agency                |                    | P.O. Box 570              |           |          | Coushatta         | LA    | 71019      |         |
| Reddy, Brendan Z.                   |                    | Address on File           |           |          |                   |       |            |         |
| Reddy, Niambi C.                    |                    | Address on File           |           |          |                   |       |            |         |
| Reddy, Stephen D.                   |                    | Address on File           |           |          |                   |       |            |         |
| Redman, Beverly L.                  |                    | Address on File           |           |          |                   |       |            |         |
| Redmond, Briana                     |                    | Address on File           |           |          |                   |       |            |         |
| Redmond, Jeremy                     |                    | Address on File           |           |          |                   |       |            |         |
| Redonda, Layla                      |                    | Address on File           |           |          |                   |       |            |         |
| Redwood Software, Inc.              |                    | 3005 Carrington Mill Blvd | Suite 510 |          | Morrisville       | NC    | 27560      |         |
| Reece, Carter S.                    |                    | Address on File           |           |          |                   |       |            |         |
| Reed, Jessica                       |                    | Address on File           |           |          |                   |       |            |         |
| Reed, Kerrie                        |                    | Address on File           |           |          |                   |       |            |         |
| Reed, Malcom                        |                    | Address on File           |           |          |                   |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName          | Address1                       | Address2 | Address3 | City         | State | Zip        | Country |
|---------------------------------|-----------------------------|--------------------------------|----------|----------|--------------|-------|------------|---------|
| Reed, Marie N.                  |                             | Address on File                |          |          |              |       |            |         |
| Reed, Martrio                   |                             | Address on File                |          |          |              |       |            |         |
| Reed, Melody M.                 |                             | Address on File                |          |          |              |       |            |         |
| Reed, Nikkita                   |                             | Address on File                |          |          |              |       |            |         |
| Reed, Phillip J.                |                             | Address on File                |          |          |              |       |            |         |
| Reed, Simon                     |                             | Address on File                |          |          |              |       |            |         |
| Reed-Bouley, Rosa               |                             | Address on File                |          |          |              |       |            |         |
| Reeder, Pamela L.               |                             | Address on File                |          |          |              |       |            |         |
| Reema Patel                     |                             | Address on File                |          |          |              |       |            |         |
| Rees, Jennifer A.               |                             | Address on File                |          |          |              |       |            |         |
| Reese, Fia                      |                             | Address on File                |          |          |              |       |            |         |
| Reese, Jamila                   |                             | Address on File                |          |          |              |       |            |         |
| Reese, Kathryn                  |                             | Address on File                |          |          |              |       |            |         |
| Reese, William                  |                             | Address on File                |          |          |              |       |            |         |
| Reeve III, Walter S.            |                             | Address on File                |          |          |              |       |            |         |
| Reeves, Champaign D.            |                             | Address on File                |          |          |              |       |            |         |
| Reeves, Christy M.              |                             | Address on File                |          |          |              |       |            |         |
| Reeves, Dashawn                 |                             | Address on File                |          |          |              |       |            |         |
| Reeves, Domonique               |                             | Address on File                |          |          |              |       |            |         |
| Reeves, Tracey A.               |                             | Address on File                |          |          |              |       |            |         |
| Regala, Alexander C.            |                             | Address on File                |          |          |              |       |            |         |
| Regala, Andrew B.               |                             | Address on File                |          |          |              |       |            |         |
| Regala, Carolyn G.              |                             | Address on File                |          |          |              |       |            |         |
| Regala, Lindsey A.              |                             | Address on File                |          |          |              |       |            |         |
| Regalado, Amanda                |                             | Address on File                |          |          |              |       |            |         |
| Regaspi, Noel J.                |                             | Address on File                |          |          |              |       |            |         |
| Regency Centers, LP             |                             | PO Box 644019                  |          |          | Pittsburgh   | PA    | 15264      |         |
| Regency Solar II, LLC           |                             | PO Box 844235                  |          |          | Boston       | MA    | 02284-4235 |         |
| Regent Holding Company, LLC     | Ken Schnarrs / Adam Schrier | 6000 Freeport Avenue Suite 101 |          |          | MEMPHIS      | TN    | 38141      |         |
| REGINA C HOWE                   |                             | Address on File                |          |          |              |       |            |         |
| Regina Morrison Newman, Trustee |                             | PO Box 2751                    |          |          | Memphis      | TN    | 38101      |         |
| Rehau Industries, Llc           |                             | P O BOX 347207                 |          |          | Pittsburgh   | PA    | 15251-4207 |         |
| Rehau Industries, Llc           |                             | 625 Kenmoor Ave SE # 105       |          |          | Grand Rapids | MI    | 49549      |         |
| Rehling, Casey W.               |                             | Address on File                |          |          |              |       |            |         |
| Reid Esq., Rachel R.            |                             | Address on File                |          |          |              |       |            |         |
| Reid, Alexandra                 |                             | Address on File                |          |          |              |       |            |         |
| Reid, Cheleise                  |                             | Address on File                |          |          |              |       |            |         |
| Reid, Emmanuel                  |                             | Address on File                |          |          |              |       |            |         |
| Reid, Kalia                     |                             | Address on File                |          |          |              |       |            |         |
| Reid, Michael V.                |                             | Address on File                |          |          |              |       |            |         |
| Reid, Shzaquell                 |                             | Address on File                |          |          |              |       |            |         |
| Reimer, Paul E.                 |                             | Address on File                |          |          |              |       |            |         |
| Reinhart, William               |                             | Address on File                |          |          |              |       |            |         |
| Reininger, Carrie               |                             | Address on File                |          |          |              |       |            |         |
| Reis Platter, Heather E.        |                             | Address on File                |          |          |              |       |            |         |
| Reiser, Kaitlyn                 |                             | Address on File                |          |          |              |       |            |         |
| Reiss III, Jacob H.             |                             | Address on File                |          |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName         | Address1                               | Address2                                | Address3     | City          | State | Zip        | Country |
|--|----------------------------|--|---|--------------|---------------|-------|------------|---------|
| Rejcek, Nancy                            |                            | Address on File                        |   |              |               |       |            |         |
| RELEX Solutions Inc.                     |                            | 1201 Peachtree Street, Suite 1000      |   |              | Atlanta       | GA    | 30361      |         |
| Reliford, TayLore                        |                            | Address on File                        |   |              |               |       |            |         |
| Reller, Maurine                          |                            | Address on File                        |   |              |               |       |            |         |
| RELX Inc. dba LexisNexis                 |                            | PO Box 733106                          |   |              | Dallas        | TX    | 75373      |         |
| Rembert, Tiesha S.                       |                            | Address on File                        |   |              |               |       |            |         |
| Remensperger, Madeline                   |                            | Address on File                        |   |              |               |       |            |         |
| Remer, Ashley R.                         |                            | Address on File                        |   |              |               |       |            |         |
| Remington, Araceli                       |                            | Address on File                        |   |              |               |       |            |         |
| REMODEEZ, LLC                            |                            | 301 East John Street, #3449            |   |              | Matthews      | NC    | 28106      |         |
| remodeez, LLC                            |                            | 1920 Abbott Street                     | Suite 303                               |              | Charlotte     | NC    | 28203      |         |
| Rendon, Evelyn                           |                            | Address on File                        |   |              |               |       |            |         |
| Rendon, Mauro F.                         |                            | Address on File                        |   |              |               |       |            |         |
| Rendon, Simon E.                         |                            | Address on File                        |   |              |               |       |            |         |
| Rene Meyrat                              |                            | Address on File                        |   |              |               |       |            |         |
| Renee Colavita                           |                            | Address on File                        |   |              |               |       |            |         |
| Renee Galasso                            |                            | Address on File                        |   |              |               |       |            |         |
| Renee Galasso                            |                            | Address on File                        |   |              |               |       |            |         |
| RENEE LANGSTON                           |                            | Address on File                        |   |              |               |       |            |         |
| Renee Little                             |                            | Address on File                        |   |              |               |       |            |         |
| Renee Stewart                            |                            | Address on File                        |   |              |               |       |            |         |
| Renfro, Lorenzo                          |                            | Address on File                        |   |              |               |       |            |         |
| Rengifo, Natalia                         |                            | Address on File                        |   |              |               |       |            |         |
| Rentsch, Kimberly A.                     |                            | Address on File                        |   |              |               |       |            |         |
| Renwick, David T.                        |                            | Address on File                        |   |              |               |       |            |         |
| Renyer, Theodore                         |                            | Address on File                        |   |              |               |       |            |         |
| Republic Services National Accounts, LLC |                            | PO Box 99917                           |   |              | Chicago       | IL    | 60696-7717 |         |
| Reshma Shah                              |                            | Address on File                        |   |              |               |       |            |         |
| Resolution Economics LLC                 |                            | 1925 Century Park East, 15th FL        |   |              | Los Angeles   | CA    | 90067      |         |
| RESOURCEFUL PRODUCTS, INC. (RPI)         |                            | PO Box 62                              |   |              | Ross          | CA    | 94957      |         |
| Resources Global Professionals           |                            | PO Box 740909                          |   |              | Los Angeles   | CA    | 90074      |         |
| resqme, Inc.                             |                            | 718 E. Mason Street                    |   |              | Santa Barbara | CA    | 93103      |         |
| Ressler, Mia                             |                            | Address on File                        |   |              |               |       |            |         |
| RESTON LLOYD                             |                            | 22880 GLENN DR. STE. 150               |   |              | STERLING      | VA    | 20164      |         |
| RESTON SPECTRUM LLC                      | Attn Accounts Receivable   | c/o Lerner Corporation, Managing Agent | 2000 Tower Oaks Boulevard, Eighth Floor |              | Rockville     | MD    | 20852      |         |
| RESTON SPECTRUM LLC                      | Attn Legal Department      | c/o Lerner Corporation, Managing Agent | 2000 Tower Oaks Boulevard               | Eighth Floor | Rockville     | MD    | 20852      |         |
| Reston Spectrum LLC                      |                            | 2000 Tower Oaks Blvd                   | Eighth Floor                            |              | Rockville     | MD    | 20852      |         |
| Reston Spectrum, LLC                     |                            | 2000 Tower Oaks Boulevard, Floor 8     |   |              | Rockville     | MD    | 20852      |         |
| Retail Association Services, Inc         |                            | 618 Quince St Se                       |   |              | Olympia       | WA    | 98501      |         |
| Retail Cyber Intelligence Sharing Center | R-CISC Membership Services | P.O. Box 743565                        |   |              | Atlanta       | GA    | 30374-3565 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName          | Address1                                 | Address2   | Address3 | City          | State | Zip        | Country |
|---|-----------------------------|--|------------|----------|---------------|-------|------------|---------|
| Retail Zipline, Inc.                            |                             | 2370 Market Street                       | Suite 436  |          | San Francisco | CA    | 94114      |         |
| RetailNext, Inc.                                |                             | 60 S. Market Street                      | 10th Floor |          | San Jose      | CA    | 95113      |         |
| Retana, Rolando                                 |                             | Address on File                          |            |          |               |       |            |         |
| Retana, Roselyn A.                              |                             | Address on File                          |            |          |               |       |            |         |
| Retrospective Goods LLC                         |                             | 55 Washington St #626                    |            |          | Brooklyn      | NY    | 11201      |         |
| Retsky, Missy L.                                |                             | Address on File                          |            |          |               |       |            |         |
| Rettke, Natalie A.                              |                             | Address on File                          |            |          |               |       |            |         |
| Reverent Technologies                           |                             | 2400 Lakeside Blvd                       | STE 140    |          | Richardson    | TX    | 75082      |         |
| Revier, Lisa                                    |                             | Address on File                          |            |          |               |       |            |         |
| Revionics, LLC                                  |                             | 945 East Paces Ferry Road,<br>Suite 2500 |            |          | Atlanta       | GA    | 30326      |         |
| Revuelta Orozco, Itzel J.                       |                             | Address on File                          |            |          |               |       |            |         |
| rewardStyle, Inc dba LTK                        |                             | 3102 Oak Lawn Ave, 9th Floor             |            |          | Dallas        | TX    | 75219      |         |
| Rex, Laurie                                     |                             | Address on File                          |            |          |               |       |            |         |
| Reyes Jr., Armando                              |                             | Address on File                          |            |          |               |       |            |         |
| Reyes Najera, Samuel                            |                             | Address on File                          |            |          |               |       |            |         |
| Reyes Nicolas, Emma L.                          |                             | Address on File                          |            |          |               |       |            |         |
| Reyes Sanchez, Ana E.                           |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, James B.                                 |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, Jonathan                                 |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, Madelyn J.                               |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, Marina                                   |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, Melissa H.                               |                             | Address on File                          |            |          |               |       |            |         |
| Reyes, Michael A.                               |                             | Address on File                          |            |          |               |       |            |         |
| Reyes-Castillo, Brittanie A.                    |                             | Address on File                          |            |          |               |       |            |         |
| Reyez, Zilmarie                                 |                             | Address on File                          |            |          |               |       |            |         |
| Reynolds, Dayjza                                |                             | Address on File                          |            |          |               |       |            |         |
| Reynolds, Heather                               |                             | Address on File                          |            |          |               |       |            |         |
| Reynolds, Joshua                                |                             | Address on File                          |            |          |               |       |            |         |
| Reynolds, Luke                                  |                             | Address on File                          |            |          |               |       |            |         |
| Reynolds, Phyllis L.                            |                             | Address on File                          |            |          |               |       |            |         |
| RF Installations, LLC                           |                             | 1475 Avenue S                            | Suite #306 |          | Grand Prairie | TX    | 75050      |         |
| RFA Brands, LLC                                 |                             | 123 W Brown St                           |            |          | Birmingham    | MI    | 48009      |         |
| Rhea, Amanda J.                                 |                             | Address on File                          |            |          |               |       |            |         |
| Rhino Trunk and Case, Inc. dba<br>Trunk Outlet  |                             | 565 Blossom Road                         | Suite J    |          | Rochester     | NY    | 14610      |         |
| Rhoda Taylor, Amy E.                            |                             | Address on File                          |            |          |               |       |            |         |
| Rhode Island Attorney General                   | Attn Bankruptcy Department  | 150 S. Main St.                          |            |          | Providence    | RI    | 02903      |         |
| Rhode Island Division of Taxation -<br>Dept #88 |                             | PO Box 9702                              |            |          | Providence    | RI    | 02940      |         |
| Rhode Island Energy                             |                             | PO Box 371875                            |            |          | Pittsburgh    | PA    | 15250-7875 |         |
| Rhode Island Energy                             |                             | 280 Melrose Street                       |            |          | Providence    | RI    | 02907      |         |
| Rhode Island Office of the General<br>Treasurer | Unclaimed Property Division | 50 Service Ave                           |            |          | Warwick       | RI    | 02886      |         |
| Rhoden, Dana L.                                 |                             | Address on File                          |            |          |               |       |            |         |
| Rhoden, Todd S.                                 |                             | Address on File                          |            |          |               |       |            |         |
| Rhodes, Bryn-Morgan                             |                             | Address on File                          |            |          |               |       |            |         |
| Rhodes, Holly M.                                |                             | Address on File                          |            |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName | Address1             | Address2 | Address3 | City        | State | Zip        | Country |
|--------------------------------|--------------------|----------------------|----------|----------|-------------|-------|------------|---------|
| Rhodes, Lacey A.               |                    | Address on File      |          |          |             |       |            |         |
| Rhodes-Wilmere, Tayler S.      |                    | Address on File      |          |          |             |       |            |         |
| Rhonda Bender                  |                    | Address on File      |          |          |             |       |            |         |
| Ricardo, Rafael                |                    | Address on File      |          |          |             |       |            |         |
| Ricciardi, Cheryl R.           |                    | Address on File      |          |          |             |       |            |         |
| Ricciardi, Kristina M.         |                    | Address on File      |          |          |             |       |            |         |
| Rice, Joseph M.                |                    | Address on File      |          |          |             |       |            |         |
| Richard C. Bailey              |                    | Address on File      |          |          |             |       |            |         |
| RICHARD JAMES MACRI            |                    | Address on File      |          |          |             |       |            |         |
| RICHARD PATTEK                 |                    | Address on File      |          |          |             |       |            |         |
| Richard Vaughan                |                    | Address on File      |          |          |             |       |            |         |
| Richard, Aaron D.              |                    | Address on File      |          |          |             |       |            |         |
| Richard, Brett                 |                    | Address on File      |          |          |             |       |            |         |
| Richard, Emma                  |                    | Address on File      |          |          |             |       |            |         |
| Richard, Maritel L.            |                    | Address on File      |          |          |             |       |            |         |
| Richard, Virginia              |                    | Address on File      |          |          |             |       |            |         |
| Richards Homewares, Inc.       |                    | PO Box 83419         |          |          | Portland    | OR    | 97283-0419 |         |
| RICHARDS HOMEWARES, INC.       |                    | 10675 North Lombard  |          |          | Portland    | OR    | 97203      |         |
| Richards, Lindsay M.           |                    | Address on File      |          |          |             |       |            |         |
| Richards, Nicole               |                    | Address on File      |          |          |             |       |            |         |
| Richardson Sr., Corey          |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Alana A.           |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Brenda             |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Isaiah             |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Jamisha D.         |                    | Address on File      |          |          |             |       |            |         |
| Richardson, John M.            |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Logan              |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Meghan M.          |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Sadie              |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Steven L.          |                    | Address on File      |          |          |             |       |            |         |
| Richardson, Yvette             |                    | Address on File      |          |          |             |       |            |         |
| Richelieu Chicago              |                    | 237 North River Road | Suite 2  |          | Mt. Clemens | MI    | 48043      |         |
| Richey Jr., William R.         |                    | Address on File      |          |          |             |       |            |         |
| Richey, Tasha E.               |                    | Address on File      |          |          |             |       |            |         |
| Richland Parish Tax Commission |                    | P.O. Box 688         |          |          | Rayville    | LA    | 71269-0688 |         |
| Richter, Matthew H.            |                    | Address on File      |          |          |             |       |            |         |
| RICK LAFEBRE                   |                    | Address on File      |          |          |             |       |            |         |
| Rick Travis                    |                    | Address on File      |          |          |             |       |            |         |
| Rickard, Kori B.               |                    | Address on File      |          |          |             |       |            |         |
| Ricketson, Amy C.              |                    | Address on File      |          |          |             |       |            |         |
| Ricks, Monique E.              |                    | Address on File      |          |          |             |       |            |         |
| Rico, Nannette M.              |                    | Address on File      |          |          |             |       |            |         |
| Riddle, Dolores T.             |                    | Address on File      |          |          |             |       |            |         |
| Riddle, Micaela                |                    | Address on File      |          |          |             |       |            |         |
| Rideout II, Jerry              |                    | Address on File      |          |          |             |       |            |         |
| Rideout, Cassandra D.          |                    | Address on File      |          |          |             |       |            |         |
| Rider, Antonya A.              |                    | Address on File      |          |          |             |       |            |         |
| Rider, Nancy                   |                    | Address on File      |          |          |             |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName                 | Address1                                     | Address2                     | Address3 | City           | State | Zip        | Country |
|--|------------------------------------|--|------------------------------|----------|----------------|-------|------------|---------|
| Ridge Hill Property Owner LLC  | Attn DIRECTOR - REAL ESTATE ASSETS | c/o State Teachers Retirement System of Ohio | 275 E Broad St               |          | Columbus       | OH    | 43215      |         |
| Ridge Hill Property Owner LLC  | Attn GENERAL MANAGER               | c/o North American Properties - Atlanta, Ltd | 73 Market St, Ste 179        |          | Yonkers        | NY    | 10710      |         |
| Ridge Hill Property Owner LLC  | Attn JULIEN CHAPERON               | c/o Nuveen Real Estate                       | 501 Brickell Key Dr, Ste 504 |          | Miami          | FL    | 33131      |         |
| Ridge Hill Property Owner, LLC   |                                    | 730 Third Avenue                             |                              |          | New York       | NY    | 10017      |         |
| Ridge, Kaitlin   |                                    | Address on File                              |                              |          |                |       |            |         |
| Ridg-U-Rak, Inc.   |                                    | PO Box 150                                   |                              |          | North East     | PA    | 16428      |         |
| Ridgway School District  |                                    | 1115 West Clinton St.                        |                              |          | Ridgway        | CO    | 81432-0230 |         |
| Ridlon, Annabelle  |                                    | Address on File                              |                              |          |                |       |            |         |
| Riebli, Kaylin C.  |                                    | Address on File                              |                              |          |                |       |            |         |
| RIES RIES INC  |                                    | 55 Winthrop Street #6M                       |                              |          | Brooklyn       | NY    | 11225      |         |
| Riess, Melissa S.  |                                    | Address on File                              |                              |          |                |       |            |         |
| RIFLE INC. DBA RIFLE PAPER CO.   |                                    | 558 W New England Ave, Suite 150             |                              |          | Winter Park    | FL    | 32789      |         |
| Rifle Paper Co.  |                                    | PO Box 744566                                |                              |          | Atlanta        | GA    | 30374      |         |
| Riggins, Melissa B.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Riggs, Christopher M.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rigsby, Steven H.  |                                    | Address on File                              |                              |          |                |       |            |         |
| RIGWA LIFE LLC   |                                    | 513 Ruby Dr                                  |                              |          | Mount Pleasant | SC    | 29464      |         |
| Riles, Moxie   |                                    | Address on File                              |                              |          |                |       |            |         |
| Riley, Shanon  |                                    | Address on File                              |                              |          |                |       |            |         |
| Riley, Shawn   |                                    | Address on File                              |                              |          |                |       |            |         |
| Rinehart, Michelle L.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Ringold, Keandrea  |                                    | Address on File                              |                              |          |                |       |            |         |
| Ringold, Pamela  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rink, Dawn   |                                    | Address on File                              |                              |          |                |       |            |         |
| Rintye, Bridget A.   |                                    | Address on File                              |                              |          |                |       |            |         |
| rios polania, myrian   |                                    | Address on File                              |                              |          |                |       |            |         |
| Rios, Daniel A.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rios, Eve  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rios, Marco A.   |                                    | Address on File                              |                              |          |                |       |            |         |
| Rip Clayton  |                                    | Address on File                              |                              |          |                |       |            |         |
| Ripkowski, Katelyn M.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT |                                    | 11250 CORPORATE AVE, SUITE 210               |                              |          | LENEXA         | KS    | 66219      |         |
| Risley, Sara A.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Ritcher, Lois M.   |                                    | Address on File                              |                              |          |                |       |            |         |
| Ritchie, Kelly M.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rithum, LLC (FKA Commerce Technologies, LLC)                                 |                                    | 25736 Network Place                          |                              |          | Chicago        | IL    | 60673      |         |
| Rivas, Gabriella M.  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rivas, Isabella  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rivera Aguilar, Yoselin  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rivera Estrella, Fabian  |                                    | Address on File                              |                              |          |                |       |            |         |
| Rivera Jr., Anthony  |                                    | Address on File                              |                              |          |                |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName               | CreditorNoticeName | Address1                        | Address2 | Address3 | City      | State | Zip   | Country |
|----------------------------|--------------------|---------------------------------|----------|----------|-----------|-------|-------|---------|
| Rivera Vargas, Jennifer G. |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Amanda R.          |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Carla P.           |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Christopher A.     |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Cristian J.        |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Gerardo            |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Jayanny            |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Jonathan E.        |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Liandra            |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Lilia              |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Matthew R.         |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Melany             |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Rafael             |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Romeo T.           |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Tristana M.        |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Ulda I.            |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Vanessa L.         |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Vanessi            |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, William I.         |                    | Address on File                 |          |          |           |       |       |         |
| Rivera, Xavier             |                    | Address on File                 |          |          |           |       |       |         |
| Rivera-Sanchez, Leslie G.  |                    | Address on File                 |          |          |           |       |       |         |
| Rivero, Isabella D.        |                    | Address on File                 |          |          |           |       |       |         |
| Rivero, Sergio J.          |                    | Address on File                 |          |          |           |       |       |         |
| Riveron Consulting, LLC    |                    | 2000 McKinney Avenue, Suite 700 |          |          | Dallas    | TX    | 75201 |         |
| Rivers, Lynne G.           |                    | Address on File                 |          |          |           |       |       |         |
| Rivet, Melissa A.          |                    | Address on File                 |          |          |           |       |       |         |
| RM Design Studio           |                    | 850 W. Bartlett Rd, Suite 1C    |          |          | Bartlett  | IL    | 60103 |         |
| Roa, Sharon R.             |                    | Address on File                 |          |          |           |       |       |         |
| Roa, Sheyla                |                    | Address on File                 |          |          |           |       |       |         |
| Roach II, Corey R.         |                    | Address on File                 |          |          |           |       |       |         |
| Roach, Jason               |                    | Address on File                 |          |          |           |       |       |         |
| Roach, Matthew             |                    | Address on File                 |          |          |           |       |       |         |
| Robbin Rowe                |                    | Address on File                 |          |          |           |       |       |         |
| Roberson Jr., Quentine L.  |                    | Address on File                 |          |          |           |       |       |         |
| Roberson, Aaron            |                    | Address on File                 |          |          |           |       |       |         |
| Robert Edward Jordan       |                    | Address on File                 |          |          |           |       |       |         |
| Robert Half, Inc           |                    | 2613 Camino Ramon               |          |          | San Ramon | CA    | 94583 |         |
| ROBERT SWIFT               |                    | Address on File                 |          |          |           |       |       |         |
| Roberti, Michael           |                    | Address on File                 |          |          |           |       |       |         |
| Roberts, Antonio           |                    | Address on File                 |          |          |           |       |       |         |
| Roberts, Gerri             |                    | Address on File                 |          |          |           |       |       |         |
| Roberts, Jordan            |                    | Address on File                 |          |          |           |       |       |         |
| Roberts, Mitchell C.       |                    | Address on File                 |          |          |           |       |       |         |
| Roberts, Sarah J.          |                    | Address on File                 |          |          |           |       |       |         |
| Robertson Jr., John        |                    | Address on File                 |          |          |           |       |       |         |
| Robertson, Andrew          |                    | Address on File                 |          |          |           |       |       |         |
| Robertson, Dani            |                    | Address on File                 |          |          |           |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName            | CreditorNoticeName | Address1                 | Address2 | Address3 | City     | State | Zip   | Country |
|-------------------------|--------------------|--------------------------|----------|----------|----------|-------|-------|---------|
| Robertson, Lily S.      |                    | Address on File          |          |          |          |       |       |         |
| Robertson, Mary C.      |                    | Address on File          |          |          |          |       |       |         |
| Robertson, Maverick P.  |                    | Address on File          |          |          |          |       |       |         |
| Robertson, Nichole      |                    | Address on File          |          |          |          |       |       |         |
| Robertson, Tonya Y.     |                    | Address on File          |          |          |          |       |       |         |
| Robin Patterson         |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Alexis        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Alysia        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Amina E.      |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Annette       |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Anthony J.    |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Bridget L.    |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Briona M.     |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Carmen E.     |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Charlotte J.  |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Damon         |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Isaiah        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Jacolby       |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Jaya          |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Jodie C.      |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Joshua D.     |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Latora        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Monica V.     |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Nia           |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Nicole        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Nina K.       |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Rachel        |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Rachel P.     |                    | Address on File          |          |          |          |       |       |         |
| Robinson, RaChelle      |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Rebecca J.    |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Reshe S.      |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Riley         |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Seth G.       |                    | Address on File          |          |          |          |       |       |         |
| Robinson, Susan W.      |                    | Address on File          |          |          |          |       |       |         |
| Robinson, William H.    |                    | Address on File          |          |          |          |       |       |         |
| Robitaille, Adam        |                    | Address on File          |          |          |          |       |       |         |
| Robles, Chadwick R.     |                    | Address on File          |          |          |          |       |       |         |
| Robles, Hailie K.       |                    | Address on File          |          |          |          |       |       |         |
| Robles, Michael         |                    | Address on File          |          |          |          |       |       |         |
| Robopac Usa             |                    | 2150 Boggs RD Suite 200  |          |          | Duluth   | GA    | 30096 |         |
| Rocha Astorga, Mario J. |                    | Address on File          |          |          |          |       |       |         |
| Rocha, Shirley          |                    | Address on File          |          |          |          |       |       |         |
| Rocha, Tiffany          |                    | Address on File          |          |          |          |       |       |         |
| Rockerbox, Inc.         |                    | 228 Park Ave S PMB 83028 |          |          | New York | NY    | 10003 |         |
| Rockwell, Martika L.    |                    | Address on File          |          |          |          |       |       |         |
| Rocquemore, Robert E.   |                    | Address on File          |          |          |          |       |       |         |
| Rodabaugh, Koen J.      |                    | Address on File          |          |          |          |       |       |         |
| Roden, Benjamin D.      |                    | Address on File          |          |          |          |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1              | Address2 | Address3 | City     | State | Zip   | Country |
|--|--------------------|-----------------------|----------|----------|----------|-------|-------|---------|
| Rodenbaugh, Marisa M.                  |                    | Address on File       |          |          |          |       |       |         |
| Roderick, Curtis                       |                    | Address on File       |          |          |          |       |       |         |
| Rodgers, Jailita L.                    |                    | Address on File       |          |          |          |       |       |         |
| Rodrigo Correa DBA Home Design & Decor |                    | 2571 Rocky Springs Dr |          |          | Marietta | GA    | 30062 |         |
| Rodriguez Chim, Irma A.                |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez Gonzalez, Lizbeth C.         |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez III, Rafael                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez Jr., William                 |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Alberto C.                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Alexis                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Alicia                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Anisa N.                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Anthony F.                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Ariel                       |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Aysa                        |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Bernice F.                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Briant R.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Carlos                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Catalina                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, David M.                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Denise R.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Edan E.                     |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Edward J.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Esmeralda                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Felipe J.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Helen P.                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Joel                        |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Johana                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Jonathan                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Karina A.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Kate                        |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Kery S.                     |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Lisa                        |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Luis                        |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Maireny                     |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Marguerite L.               |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Maria                       |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Mario                       |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Marlen                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Michael                     |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Michael A.                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Michael E.                  |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Renee M.                    |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Robert A.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Selina                      |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Warren J.                   |                    | Address on File       |          |          |          |       |       |         |
| Rodriguez, Yolanda A.                  |                    | Address on File       |          |          |          |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName | Address1             | Address2 | Address3 | City         | State | Zip        | Country |
|-----------------------------|--------------------|----------------------|----------|----------|--------------|-------|------------|---------|
| Rodriguez-Prado, Leslie     |                    | Address on File      |          |          |              |       |            |         |
| Rodriguez-Robles, Hellen    |                    | Address on File      |          |          |              |       |            |         |
| Rodriguez-Valentine, Jose   |                    | Address on File      |          |          |              |       |            |         |
| Roebke, Rachel              |                    | Address on File      |          |          |              |       |            |         |
| Roemer, Elisabeth C.        |                    | Address on File      |          |          |              |       |            |         |
| Rogers, Alexander L.        |                    | Address on File      |          |          |              |       |            |         |
| Rogers, Deja                |                    | Address on File      |          |          |              |       |            |         |
| Rogers, Rachel K.           |                    | Address on File      |          |          |              |       |            |         |
| Rogers, William D.          |                    | Address on File      |          |          |              |       |            |         |
| Roggero, Audrey             |                    | Address on File      |          |          |              |       |            |         |
| Rohini Chandra              |                    | Address on File      |          |          |              |       |            |         |
| Rohl, Holly                 |                    | Address on File      |          |          |              |       |            |         |
| Rohlman, Autumn             |                    | Address on File      |          |          |              |       |            |         |
| Rohr, Deborah L.            |                    | Address on File      |          |          |              |       |            |         |
| Rohret, Amy J.              |                    | Address on File      |          |          |              |       |            |         |
| Rojas Cenicerros, Jaqueline |                    | Address on File      |          |          |              |       |            |         |
| Rojas Jr., Danny A.         |                    | Address on File      |          |          |              |       |            |         |
| Rojas, Juan C.              |                    | Address on File      |          |          |              |       |            |         |
| Rojas, Juanita              |                    | Address on File      |          |          |              |       |            |         |
| Rojas, Raul                 |                    | Address on File      |          |          |              |       |            |         |
| Roland, Andrew E.           |                    | Address on File      |          |          |              |       |            |         |
| Roland, Dawn M.             |                    | Address on File      |          |          |              |       |            |         |
| Rolf, Christena M.          |                    | Address on File      |          |          |              |       |            |         |
| Rolf, Lisa L.               |                    | Address on File      |          |          |              |       |            |         |
| Rolland Safe and Lock       |                    | 3140 Towerwood Drive |          |          | Dallas       | TX    | 75234-2313 |         |
| Rolleri, Penny L.           |                    | Address on File      |          |          |              |       |            |         |
| Rollins Jr., Edward J.      |                    | Address on File      |          |          |              |       |            |         |
| Rollins, Calah N.           |                    | Address on File      |          |          |              |       |            |         |
| Rollman, Michele L.         |                    | Address on File      |          |          |              |       |            |         |
| Roman, AB A.                |                    | Address on File      |          |          |              |       |            |         |
| Roman, Romula Y.            |                    | Address on File      |          |          |              |       |            |         |
| Romano, Jennifer M.         |                    | Address on File      |          |          |              |       |            |         |
| Romano, Paul                |                    | Address on File      |          |          |              |       |            |         |
| Romero, Adriana             |                    | Address on File      |          |          |              |       |            |         |
| Romero, Arely               |                    | Address on File      |          |          |              |       |            |         |
| Romero, Elizabeth           |                    | Address on File      |          |          |              |       |            |         |
| Romero, Fernanda M.         |                    | Address on File      |          |          |              |       |            |         |
| Romero, Floricelda E.       |                    | Address on File      |          |          |              |       |            |         |
| Romero, Johnathan           |                    | Address on File      |          |          |              |       |            |         |
| Romero, Leonel              |                    | Address on File      |          |          |              |       |            |         |
| Romero, Mary L.             |                    | Address on File      |          |          |              |       |            |         |
| Romero, Natalia             |                    | Address on File      |          |          |              |       |            |         |
| Romero-Serraras, Jessica    |                    | Address on File      |          |          |              |       |            |         |
| Romig, Jordan               |                    | Address on File      |          |          |              |       |            |         |
| Rommel Inc                  |                    | 1142 Mamaroneck Ave  |          |          | White Plains | NY    | 10605      |         |
| Rommel Installations LLC    |                    | 1142 Mamaroneck Ave  |          |          | White Plains | NY    | 10605      |         |
| Rommel Installations MA LLC |                    | 10 City PL           | Apt 10A  |          | White Plains | NY    | 10605      |         |
| Romualdo, Aidan M.          |                    | Address on File      |          |          |              |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName          | Address1                    | Address2    | Address3 | City                 | State | Zip        | Country |
|---|-----------------------------|-----------------------------|-------------|----------|----------------------|-------|------------|---------|
| Ron Blank & Associates, Inc.              |                             | 16120 College Oak           | Suite 101   |          | San Antonio          | TX    | 78249      |         |
| RONALD C SHERRILL JR                      |                             | Address on File             |             |          |                      |       |            |         |
| Room & Board Inc                          |                             | 4600 Olson Memorial Highway |             |          | Minneapolis          | MN    | 55422      |         |
| Room Copenhagen                           |                             | 1814 Marlton Pike East      | Suite 303   |          | Cherry hill          | NJ    | 08003      |         |
| ROOM COPENHAGEN, INC.                     |                             | Overgaden Neden Vandet 19A  |             |          | 1414<br>Copenhagen K |       | 1414       | Denmark |
| ROOM COPENHAGEN, INC.                     |                             | 900 KINGS HIGHWAY NORTH     | SUITE 302   |          | CHERRY HILL          | NJ    | 08034      |         |
| Rooney, Nicole E.                         |                             | Address on File             |             |          |                      |       |            |         |
| Roper, Michael                            |                             | Address on File             |             |          |                      |       |            |         |
| Roppoli, Samantha                         |                             | Address on File             |             |          |                      |       |            |         |
| Roque, Olivia R.                          |                             | Address on File             |             |          |                      |       |            |         |
| Rosa Navas                                |                             | Address on File             |             |          |                      |       |            |         |
| ROSA PEREZ RANERI                         |                             | Address on File             |             |          |                      |       |            |         |
| Rosa, Christina                           |                             | Address on File             |             |          |                      |       |            |         |
| Rosa, Tanja                               |                             | Address on File             |             |          |                      |       |            |         |
| Rosales, Abigail B.                       |                             | Address on File             |             |          |                      |       |            |         |
| Rosales, Alejandra                        |                             | Address on File             |             |          |                      |       |            |         |
| Rosales, Alyssa S.                        |                             | Address on File             |             |          |                      |       |            |         |
| Rosales, Jossue                           |                             | Address on File             |             |          |                      |       |            |         |
| Rosales, Oscar                            |                             | Address on File             |             |          |                      |       |            |         |
| Rosales-Dardon, Michael                   |                             | Address on File             |             |          |                      |       |            |         |
| Rosana Chavez                             |                             | Address on File             |             |          |                      |       |            |         |
| Rosario, Jayden                           |                             | Address on File             |             |          |                      |       |            |         |
| Rosario, Marielis N.                      |                             | Address on File             |             |          |                      |       |            |         |
| Rosario, Nicole                           |                             | Address on File             |             |          |                      |       |            |         |
| Rosas, Alberto                            |                             | Address on File             |             |          |                      |       |            |         |
| Rose Cunniff, Barbara A.                  |                             | Address on File             |             |          |                      |       |            |         |
| Rose Displays                             |                             | 500 Narragansett Park Drive |             |          | Pawtucket            | RI    | 02861      |         |
| Rose Monsif C/O Maria Carter              |                             | Address on File             |             |          |                      |       |            |         |
| rose plastic USA LLLP                     |                             | 525 Technology Dr.          |             |          | Coal Center          | PA    | 15423      |         |
| Rose Plastic USA, dba Rose Lite Packaging |                             | PO Box 643658               |             |          | Pittsburgh           | PA    | 15264      |         |
| Rose, Arabella K.                         |                             | Address on File             |             |          |                      |       |            |         |
| Rose, Isabel                              |                             | Address on File             |             |          |                      |       |            |         |
| Rose, Karen G.                            |                             | Address on File             |             |          |                      |       |            |         |
| Rose, Kayla M.                            |                             | Address on File             |             |          |                      |       |            |         |
| Rose, Lydell L.                           |                             | Address on File             |             |          |                      |       |            |         |
| Rosemond, Justine D.                      |                             | Address on File             |             |          |                      |       |            |         |
| Rosen, Jake                               |                             | Address on File             |             |          |                      |       |            |         |
| Rosenberger, Jennifer L.                  |                             | Address on File             |             |          |                      |       |            |         |
| ROSENDAHL DESIGN GROUP US LLC             |                             | 27 W 28th St.               | Suite 15039 |          | New York             | NY    | 10016      |         |
| Rosendahl Design Group US LLC             |                             | 27 E 28th St                |             |          | New York             | NY    | 10016      |         |
| Roshni Devlukia (United Talent Agency)    |                             | Address on File             |             |          |                      |       |            |         |
| Ross Township, PA                         | c/o Public Works Department | 225 Cemetery Lane           |             |          | Pittsburgh           | PA    | 15237      |         |
| Ross Township, PA                         |                             | PO Box 645124               |             |          | Pittsburgh           | PA    | 15264-5124 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName  | Address1                                     | Address2                    | Address3 | City               | State | Zip    | Country |
|--------------------------------|---|--|-----------------------------|----------|--------------------|-------|--------|---------|
| Ross, Adele L.                 |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Allyson                  |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Casey                    |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Claudia                  |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Kennedy                  |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Kyle                     |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Latisha M.               |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Mary E.                  |   | Address on File                              |                             |          |                    |       |        |         |
| Ross, Molly L.                 |   | Address on File                              |                             |          |                    |       |        |         |
| Rosser, Reid A.                |   | Address on File                              |                             |          |                    |       |        |         |
| Rossi, Grace E.                |   | Address on File                              |                             |          |                    |       |        |         |
| Rossiter, Steve J.             |   | Address on File                              |                             |          |                    |       |        |         |
| Roth, Adam C.                  |   | Address on File                              |                             |          |                    |       |        |         |
| ROTHO SP. Z.O.O                |   | ul. Wladyslawa Grabskiego 2                  | Koszalin                    |          | Zachodniopomorskie |       | 75-209 | Poland  |
| Roti, Lisa                     |   | Address on File                              |                             |          |                    |       |        |         |
| ROTUBA DBA SNIFFY              |   | 1401 Park Avenue South                       |                             |          | Linden             | NJ    | 07036  |         |
| Rouget, Nathan N.              |   | Address on File                              |                             |          |                    |       |        |         |
| Roulo, Elizabeth A.            |   | Address on File                              |                             |          |                    |       |        |         |
| ROUNG SHU INDUSTRY CORPORATION |   | NO.3 LANE 375,SEC3,LU TSAO RD.,LU KANG TOWN, | CHANG HUA HSIEN,TAIWAN.     |          | LU KANG TOWN       |       | 50566  | Taiwan  |
| Roush, Alice B.                |   | Address on File                              |                             |          |                    |       |        |         |
| Roussey, Marcus C.             |   | Address on File                              |                             |          |                    |       |        |         |
| Roussey, Tracy D.              |   | Address on File                              |                             |          |                    |       |        |         |
| Roussey, Travis                |   | Address on File                              |                             |          |                    |       |        |         |
| Rowe, Connor                   |   | Address on File                              |                             |          |                    |       |        |         |
| Rowe, Jacob E.                 |   | Address on File                              |                             |          |                    |       |        |         |
| Rowe, Michael C.               |   | Address on File                              |                             |          |                    |       |        |         |
| Rowland, Courtney              |   | Address on File                              |                             |          |                    |       |        |         |
| Rowland, Grace M.              |   | Address on File                              |                             |          |                    |       |        |         |
| Rowlings-Pimentel, Joe C.      |   | Address on File                              |                             |          |                    |       |        |         |
| ROXANNA LADD                   |   | Address on File                              |                             |          |                    |       |        |         |
| Roy, Cynthia                   |   | Address on File                              |                             |          |                    |       |        |         |
| Roy, Jack L.                   |   | Address on File                              |                             |          |                    |       |        |         |
| Royal Jr., Joel T.             |   | Address on File                              |                             |          |                    |       |        |         |
| Royes, Malia E.                |   | Address on File                              |                             |          |                    |       |        |         |
| RPAI Southwest Management LLC  | Attn President South Division                             | 2021 Spring Rd, Ste 200                      |                             |          | Oak Brook          | IL    | 60523  |         |
| RPAI Vienna Tysons, L.L.C.     | Attn Director of Collections                              | c/o RPAI Holdco Management LLC               | 2021 Spring Road, Suite 200 |          | Oak Brook          | IL    | 60523  |         |
| RPAI Vienna Tysons, L.L.C.     | Attn President - Eastern Division                         | c/o Retail Properties of America, Inc.       | 2021 Spring Road, Suite 200 |          | Oak Brook          | IL    | 60523  |         |
| RPAI Vienna Tysons, L.L.C.     | Attn SVP/Director of National Retail Leasing and Services | c/o RPAI US Management LLC                   | 2021 Spring Road, Suite 200 |          | Oak Brook          | IL    | 60523  |         |
| RPI.                           |   | PO Box 62                                    | 47 Redwood                  |          | Ross               | CA    | 94957  |         |
| RPT Realty LP                  |   | 500 North Broadway, Suite 201                | PO Box 9010                 |          | Jericho            | NY    | 11753  |         |
| RPT Realty, L.P.               |   | 20750 Civic Center Drive, Suite 310          |                             |          | Southfield         | MI    | 48076  |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName               | CreditorNoticeName                      | Address1                          | Address2                   | Address3 | City          | State | Zip   | Country |
|----------------------------|---|-----------------------------------|----------------------------|----------|---------------|-------|-------|---------|
| RPT Realty, L.P.           |   | 19 W 44th Street, Suite 1002      |                            |          | New York      | NY    | 10036 |         |
| RPX Insurance Services LLC |   | One Market Plaza                  | Suite 1100, Steuart Tower  |          | San Francisco | CA    | 94105 |         |
| RSVP International         |   | 4021 13th Avenue W.               |                            |          | Seattle       | WA    | 98119 |         |
| RSVP INTERNATIONAL         |   | 1607 136th Ave. E                 |                            |          | Sumner        | WA    | 98390 |         |
| RSVP INTERNATIONAL         |   | 18125 Andover Park West           |                            |          | TUKWILA       | WA    | 98188 |         |
| RT Specialty               |   | 180 N. Stetson Avenue, Suite 4600 |                            |          | Chicago       | IL    | 60601 |         |
| RUBBO INTERNATIONAL, INC.  |   | 488 W. Meats Avenue               |                            |          | Orange        | CA    | 92865 |         |
| Rubbo International, Inc.  |   | 820 N. Poinsettia St              |                            |          | Santa Ana     | CA    | 92701 |         |
| Ruben Perez                |   | Address on File                   |                            |          |               |       |       |         |
| Ruben, Alyssa J.           |   | Address on File                   |                            |          |               |       |       |         |
| Rubenstein, Corinne L.     |   | Address on File                   |                            |          |               |       |       |         |
| Rubinett, Jacqueline G.    |   | Address on File                   |                            |          |               |       |       |         |
| Rubinstein, Gary           |   | Address on File                   |                            |          |               |       |       |         |
| Rubinstein, Julia          |   | Address on File                   |                            |          |               |       |       |         |
| Rubio, Juliana             |   | Address on File                   |                            |          |               |       |       |         |
| Rudd, Denzel               |   | Address on File                   |                            |          |               |       |       |         |
| Rudd, Raven S.             |   | Address on File                   |                            |          |               |       |       |         |
| Rudd, Stacy                |   | Address on File                   |                            |          |               |       |       |         |
| Rudin, Erica A.            |   | Address on File                   |                            |          |               |       |       |         |
| Rudzki, Michael P.         |   | Address on File                   |                            |          |               |       |       |         |
| Rueda, Jose R.             |   | Address on File                   |                            |          |               |       |       |         |
| Rueda, Shaikha             | Perona, Langer, Beck, Serbin & Harrison | Landero, Victor                   | 300 East San Antonio Drive |          | Long Beach    | CA    | 90807 |         |
| Rueda, Shaikha A.          |   | Address on File                   |                            |          |               |       |       |         |
| Ruelas, Lorena             |   | Address on File                   |                            |          |               |       |       |         |
| Ruelas-Marin, Mauricio     |   | Address on File                   |                            |          |               |       |       |         |
| Ruff, Jalen A.             |   | Address on File                   |                            |          |               |       |       |         |
| Ruiz Alvarado, Olga        |   | Address on File                   |                            |          |               |       |       |         |
| Ruiz, Brenda L.            |   | Address on File                   |                            |          |               |       |       |         |
| Ruiz, Marcus R.            |   | Address on File                   |                            |          |               |       |       |         |
| Ruiz-Ponce, Jason D.       |   | Address on File                   |                            |          |               |       |       |         |
| Ruiz-Vazquez, Silverio     |   | Address on File                   |                            |          |               |       |       |         |
| Rulifson, Kristen L.       |   | Address on File                   |                            |          |               |       |       |         |
| Rumalla, Sudha Rani        |   | Address on File                   |                            |          |               |       |       |         |
| Rummel, Julie S.           |   | Address on File                   |                            |          |               |       |       |         |
| Rumowski, Despo L.         |   | Address on File                   |                            |          |               |       |       |         |
| Runnells, Peter R.         |   | Address on File                   |                            |          |               |       |       |         |
| Runnells, Mae F.           |   | Address on File                   |                            |          |               |       |       |         |
| Rush, Nydazia              |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Aeron I.          |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Anita M.          |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Donna M.          |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Kayleigh L.       |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Kelly             |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Kelly             |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Susan M.          |   | Address on File                   |                            |          |               |       |       |         |
| Russell, Trevor            |   | Address on File                   |                            |          |               |       |       |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                          | CreditorNoticeName               | Address1                         | Address2                           | Address3 | City       | State | Zip        | Country |
|---------------------------------------|----------------------------------|----------------------------------|------------------------------------|----------|------------|-------|------------|---------|
| Russeth, David R.                     |                                  | Address on File                  |                                    |          |            |       |            |         |
| Russo, Kiana K.                       |                                  | Address on File                  |                                    |          |            |       |            |         |
| Russo, Lori N.                        |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ruth Thornton                         |                                  | Address on File                  |                                    |          |            |       |            |         |
| Rutkowski, Barbara                    |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ruwe, Yvonne M.                       |                                  | Address on File                  |                                    |          |            |       |            |         |
| RVS Consulting LLC                    |                                  | 3010 Albrecht Dr.                |                                    |          | Prospect   | KY    | 40059      |         |
| RWS Facility Services                 |                                  | P.O. Box 740209                  | Dept# 40299, RWS Facility Services |          | Atlanta    | GA    | 30374      |         |
| RxBenefits, Inc.                      |                                  | 3700 Colonnade Parkway           | Suite 600                          |          | Birmingham | AL    | 35243      |         |
| RXO Capacity Solutions, LLC           |                                  | 11215 North Community House Road |                                    |          | Charlotte  | NC    | 28277      |         |
| Ryan Kelly                            |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Madson                           |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Purser                           |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Reneau dba I&I-B2B LLC           |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Rock                             |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Rubino                           |                                  | Address on File                  |                                    |          |            |       |            |         |
| RYAN SCOTT JOHNSON                    |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan Tax Compliance Services, LLC     |                                  | 13155 Noel Rd STE 100            |                                    |          | Dallas     | TX    | 75240      |         |
| Ryan, Kerry L.                        |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryan, LLC                             |                                  | PO Box 848351                    |                                    |          | Dallas     | TX    | 75284-8351 |         |
| Ryan, Sarada                          |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryann Hewitt                          |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryce, Lenita                          |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryce-Hester, Summer                   |                                  | Address on File                  |                                    |          |            |       |            |         |
| Ryson International, Inc.             |                                  | 300 Newsome Dr                   |                                    |          | Yorktown   | VA    | 23692      |         |
| Saam, Henry                           |                                  | Address on File                  |                                    |          |            |       |            |         |
| Saari-Poulter, Christopher A.         |                                  | Address on File                  |                                    |          |            |       |            |         |
| Saavedra, Daisy M.                    |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sabatino, Rebecca                     |                                  | Address on File                  |                                    |          |            |       |            |         |
| Saber Livingston LLC                  |                                  | 2453 Route 6                     |                                    |          | Brewster   | NY    | 10509      |         |
| Saber Livingston, LLC                 | c/o Saber Real Estate North, LLC | 2453 Route 6                     |                                    |          | Brewster   | NY    | 10509      |         |
| Sabes, Jacob H.                       |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sabine Parish                         |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sabo, Kayla A.                        |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sabogal, Mauricio                     |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sabrina Flores                        |                                  | Address on File                  |                                    |          |            |       |            |         |
| Saca, Alfredo                         |                                  | Address on File                  |                                    |          |            |       |            |         |
| Saccoccio, Kayla C.                   |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sacoto, Natasha D.                    |                                  | Address on File                  |                                    |          |            |       |            |         |
| Sacramento County                     | Unsecured Tax Unit               | PO Box 508                       |                                    |          | Sacramento | CA    | 95812-0508 |         |
| Sacramento County                     |                                  | PO Box 508                       |                                    |          | Sacramento | CA    | 95812-0508 |         |
| Sacramento Municipal Utility District |                                  | 6201 S St.                       |                                    |          | Sacramento | CA    | 95817      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                 | CreditorNoticeName | Address1                                | Address2  | Address3 | City            | State | Zip        | Country |
|------------------------------|--------------------|---|-----------|----------|-----------------|-------|------------|---------|
| SADA Systems, Inc.           |                    | 5250 Lankershim Boulevard,<br>Suite 620 |           |          | North Hollywood | CA    | 91601      |         |
| Saeed, Mahasin               |                    | Address on File                         |           |          |                 |       |            |         |
| Saeed, Soneya S.             |                    | Address on File                         |           |          |                 |       |            |         |
| Saefong, Aaron               |                    | Address on File                         |           |          |                 |       |            |         |
| SAFE LIFE SECURITY CORP      |                    | 720 KING GEORGES ROAD<br>STE 303        |           |          | Ford            | NJ    | 08863      |         |
| Safeguard Business Systems   |                    | Lockbox 229 P.O. BOX 7247               |           |          | Philadelphia    | PA    | 19170-0001 |         |
| Safenames, Ltd               | Safenames LTD      | PO Box 851                              |           |          | Ashburn         | VA    | 20146      |         |
| Safety-Kleen Systems, Inc.   |                    | P.O. Box 975201                         |           |          | Dallas          | TX    | 75397      |         |
| Sage Software, Inc.          |                    | 14855 Collection Center Drive           |           |          | Chicago         | IL    | 60693      |         |
| Sage, Paul M.                |                    | Address on File                         |           |          |                 |       |            |         |
| Sagi, Nitin                  |                    | Address on File                         |           |          |                 |       |            |         |
| Saha, Dhritiman              |                    | Address on File                         |           |          |                 |       |            |         |
| Sahadat, Safiya              |                    | Address on File                         |           |          |                 |       |            |         |
| SailPoint Technologies, Inc. |                    | 11120 Four Points Drive                 | Suite 100 |          | Austin          | TX    | 78726      |         |
| Saini, Hardeep S.            |                    | Address on File                         |           |          |                 |       |            |         |
| Saint-Hilaire, Blair A.      |                    | Address on File                         |           |          |                 |       |            |         |
| Saintil, Denise              |                    | Address on File                         |           |          |                 |       |            |         |
| Saiz, Aliyah F.              |                    | Address on File                         |           |          |                 |       |            |         |
| Sakr, Estefania              |                    | Address on File                         |           |          |                 |       |            |         |
| Salanto, Diane               |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, Ana M.              |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, Christian E.        |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, James               |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, Roberto             |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, Vanessa A.          |                    | Address on File                         |           |          |                 |       |            |         |
| Salazar, Ximena F.           |                    | Address on File                         |           |          |                 |       |            |         |
| Salcedo, Elisa               |                    | Address on File                         |           |          |                 |       |            |         |
| Salcedo, Liliana             |                    | Address on File                         |           |          |                 |       |            |         |
| Salchak, Donna A.            |                    | Address on File                         |           |          |                 |       |            |         |
| Salcido, Daniel J.           |                    | Address on File                         |           |          |                 |       |            |         |
| Saldana, Alex                |                    | Address on File                         |           |          |                 |       |            |         |
| Saldivar Barbosa, Jessika    |                    | Address on File                         |           |          |                 |       |            |         |
| Saldivar, Jesus              |                    | Address on File                         |           |          |                 |       |            |         |
| Salemi, Susan                |                    | Address on File                         |           |          |                 |       |            |         |
| Salena Lawrence              |                    | Address on File                         |           |          |                 |       |            |         |
| Salesforce.com, Inc.         |                    | PO Box 203141                           |           |          | Dallas          | TX    | 75230      |         |
| Salgado-Ramos, William       |                    | Address on File                         |           |          |                 |       |            |         |
| Salice America, Inc          |                    | 2123 Crown Centre Dr                    |           |          | Charlotte       | NC    | 28227-7701 |         |
| Salmeron, Lesley A.          |                    | Address on File                         |           |          |                 |       |            |         |
| Salome, Erik                 |                    | Address on File                         |           |          |                 |       |            |         |
| Salomon, Chloe A.            |                    | Address on File                         |           |          |                 |       |            |         |
| Sals Maintenance             |                    | 1301 16th Street                        | #328      |          | San Francisco   | CA    | 94103      |         |
| Salt by Sabrina              |                    | 5513 W 11000 North #114                 |           |          | Highland        | UT    | 84003      |         |
| Salt Lake County Assesor     |                    | PO Box 410470                           |           |          | Salt Lake City  | UT    | 84141-0470 |         |
| Salt, Asheleigh              |                    | Address on File                         |           |          |                 |       |            |         |
| Salter, Scott J.             |                    | Address on File                         |           |          |                 |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName      | Address1                        | Address2           | Address3 | City          | State | Zip        | Country |
|--|-------------------------|---------------------------------|--------------------|----------|---------------|-------|------------|---------|
| Saltz, Ann                               |                         | Address on File                 |                    |          |               |       |            |         |
| Salvatera, Michelle                      |                         | Address on File                 |                    |          |               |       |            |         |
| Salvucci, Maria                          |                         | Address on File                 |                    |          |               |       |            |         |
| Salzman, Addison J.                      |                         | Address on File                 |                    |          |               |       |            |         |
| Sam Molsen                               |                         | Address on File                 |                    |          |               |       |            |         |
| Sam Smetter                              |                         | Address on File                 |                    |          |               |       |            |         |
| Sam, Brezhane                            |                         | Address on File                 |                    |          |               |       |            |         |
| Samano, Filiberto                        |                         | Address on File                 |                    |          |               |       |            |         |
| Samantha Jones                           |                         | Address on File                 |                    |          |               |       |            |         |
| SAMANTHA KATHLEEN COOK                   |                         | Address on File                 |                    |          |               |       |            |         |
| Samantha Lewiston                        |                         | Address on File                 |                    |          |               |       |            |         |
| Samatar, Keenadid                        |                         | Address on File                 |                    |          |               |       |            |         |
| Sambursky, KayLee R.                     |                         | Address on File                 |                    |          |               |       |            |         |
| Sampson, Elizabeth C.                    |                         | Address on File                 |                    |          |               |       |            |         |
| Sampson, Salix                           |                         | Address on File                 |                    |          |               |       |            |         |
| Sams Club A                              |                         | PO Box 530981                   |                    |          | Atlanta       | GA    | 30353-0981 |         |
| Samson, Janet E.                         |                         | Address on File                 |                    |          |               |       |            |         |
| SAMSONICO GROUP                          |                         | 725 Riverside Drive, 11E        |                    |          | New York      | NY    | 10031      |         |
| SAMSONICO GROUP                          |                         | 4925 Westin Park Drive          |                    |          | Conway        | AR    | 72034      |         |
| Samsonico USA LLC                        |                         | 4925 Westin Park Drive          |                    |          | Conway        | AR    | 72034      |         |
| SAMUEL MONTES                            |                         | Address on File                 |                    |          |               |       |            |         |
| Samuel, Terrica                          |                         | Address on File                 |                    |          |               |       |            |         |
| Samuels, Gloria                          |                         | Address on File                 |                    |          |               |       |            |         |
| Samuels, Kierre J.                       |                         | Address on File                 |                    |          |               |       |            |         |
| Samuels, Lindsay                         |                         | Address on File                 |                    |          |               |       |            |         |
| San Antonio Water System, TX             |                         | 2800 US Hwy 281 N               |                    |          | San Antonio   | TX    | 78212      |         |
| San Antonio Water System, TX             |                         | PO Box 650989                   |                    |          | Dallas        | TX    | 75265-0989 |         |
| San Diego County, Tax Collector          | Treasurer-Tax Collector | P.O. Box 129009                 |                    |          | San Diego     | CA    | 92112      |         |
| San Diego County, Tax Collector          |                         | 1600 Pacific Highway Room 162   |                    |          | San Diego     | CA    | 92101      |         |
| San Diego Gas & Electric                 |                         | 8330 Century Park Ct.           |                    |          | San Diego     | CA    | 92123-1530 |         |
| San Diego Gas & Electric                 |                         | P.O. Box 25111                  |                    |          | Santa Ana     | CA    | 92799-5111 |         |
| San Francisco Community Health Authority |                         | 201 Third Street                | 7th Floor          |          | San Francisco | CA    | 94103      |         |
| San Francisco Tax Collector              |                         | P.O. Box 7425                   |                    |          | San Francisco | CA    | 94120-7425 |         |
| San Francisco Tax Collector              |                         | 1 DR. Carlton B. Goodlett Place | City Hall Room 140 |          | San Francisco | CA    | 94102-4639 |         |
| San Jose Water Company                   |                         | PO Box 7045                     |                    |          | Pasadena      | CA    | 91109-7045 |         |
| San Jose Water Company                   |                         | 110 West Taylor St              |                    |          | San Jose      | CA    | 95110-2131 |         |
| San Miguel Jr., Julio                    |                         | Address on File                 |                    |          |               |       |            |         |
| Sanaei, Shervin                          |                         | Address on File                 |                    |          |               |       |            |         |
| Sanborn, Corinne                         |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez Aguilar, Roberto                 |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez Guerrero, Beatriz E.             |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez Martinez, Karla                  |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez, Amalia C.                       |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez, Brandon E.                      |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez, Cassandra M.                    |                         | Address on File                 |                    |          |               |       |            |         |
| Sanchez, Estela                          |                         | Address on File                 |                    |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName | Address1             | Address2   | Address3 | City     | State | Zip        | Country |
|------------------------------------|--------------------|----------------------|------------|----------|----------|-------|------------|---------|
| Sanchez, Federico E.               |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Hildareliz G.             |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Jaenise D.                |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Janet                     |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Jason                     |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Jennifer R.               |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Jessica                   |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Jocelyn N.                |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Juan L.                   |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Lesly                     |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Lizardo                   |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Miguel                    |                    | Address on File      |            |          |          |       |            |         |
| Sanchez, Miguel A.                 |                    | Address on File      |            |          |          |       |            |         |
| Sanchez-Perez, Victor M.           |                    | Address on File      |            |          |          |       |            |         |
| Sancrainte, Valerie                |                    | Address on File      |            |          |          |       |            |         |
| Sandal Homes LLC                   |                    | 129 Boerum Pl Apt 3C |            |          | Brooklyn | NY    | 11201      |         |
| SANDAL HOMES LLC (DBA MOLLYS SUDS) |                    | 129 Boerum Pl        | Apt 3C     |          | Brooklyn | NY    | 11201      |         |
| Sander Shearer, Agneta             |                    | Address on File      |            |          |          |       |            |         |
| Sander, David D.                   |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Brendan M.                |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Desiree F.                |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Eddie                     |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Jasmine                   |                    | Address on File      |            |          |          |       |            |         |
| Sanders, John K.                   |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Joshua                    |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Kristen M.                |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Monique N.                |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Olivia                    |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Rachel A.                 |                    | Address on File      |            |          |          |       |            |         |
| Sanders, Raven A.                  |                    | Address on File      |            |          |          |       |            |         |
| Sandoval, Carlos                   |                    | Address on File      |            |          |          |       |            |         |
| Sandoval, Carolyn J.               |                    | Address on File      |            |          |          |       |            |         |
| Sandoval, Millie C.                |                    | Address on File      |            |          |          |       |            |         |
| Sandoval, Noemy                    |                    | Address on File      |            |          |          |       |            |         |
| Sandoval, Susana                   |                    | Address on File      |            |          |          |       |            |         |
| Sandra Eliana Borja                |                    | Address on File      |            |          |          |       |            |         |
| Sandra Eliana Borja                |                    | Address on File      |            |          |          |       |            |         |
| Sandra Gonzalez                    |                    | Address on File      |            |          |          |       |            |         |
| Sandra Heisterkamp                 |                    | Address on File      |            |          |          |       |            |         |
| SANDRA ROSEND                      |                    | Address on File      |            |          |          |       |            |         |
| SANDRA STAGG                       |                    | Address on File      |            |          |          |       |            |         |
| Sandra Thompson                    |                    | Address on File      |            |          |          |       |            |         |
| Sandy, Jeremiah                    |                    | Address on File      |            |          |          |       |            |         |
| Sanford, L.P.                      |                    | 75 Remittance Drive  | Suite 1167 |          | Chicago  | IL    | 60675-1167 |         |
| Sanford, Lita D.                   |                    | Address on File      |            |          |          |       |            |         |
| Sang, Suilen M.                    |                    | Address on File      |            |          |          |       |            |         |
| Sani-omolori, Hakim L.             |                    | Address on File      |            |          |          |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName                       | Address1               | Address2  | Address3 | City        | State | Zip   | Country |
|--|--|------------------------|-----------|----------|-------------|-------|-------|---------|
| Sankaran, Shuba                              |  | Address on File        |           |          |             |       |       |         |
| Sant, Addison                                |  | Address on File        |           |          |             |       |       |         |
| Sant, Sophia                                 |  | Address on File        |           |          |             |       |       |         |
| Santa Clara County                           | Depart. Agriculture & Resource Mgmt-Divi | 1553 Berger Dr. Bldg 1 |           |          | San Jose    | CA    | 95112 |         |
| Santa Clara County                           |  | 1555 Berger Drive      | Suite 300 |          | San Jose    | CA    | 95112 |         |
| Santa Clara County                           |  | 1553 Berger Dr. Bldg 1 |           |          | San Jose    | CA    | 95112 |         |
| Santa Clara University                       |  | 500 El Camino Real     |           |          | Santa Clara | CA    | 95053 |         |
| Santagata, Amanda                            |  | Address on File        |           |          |             |       |       |         |
| Santana Nieves, Graciela                     |  | Address on File        |           |          |             |       |       |         |
| Santiago, Denee                              |  | Address on File        |           |          |             |       |       |         |
| Santiago, Julio D.                           |  | Address on File        |           |          |             |       |       |         |
| Santiago, Linda I.                           |  | Address on File        |           |          |             |       |       |         |
| Santiago, Regina                             |  | Address on File        |           |          |             |       |       |         |
| Santiago, Yaricel J.                         |  | Address on File        |           |          |             |       |       |         |
| Santillano, Daniela                          |  | Address on File        |           |          |             |       |       |         |
| Santos, Angel J.                             |  | Address on File        |           |          |             |       |       |         |
| Santos, Dena K.                              |  | Address on File        |           |          |             |       |       |         |
| Santos, Pedro                                |  | Address on File        |           |          |             |       |       |         |
| Santos, Samantha B.                          |  | Address on File        |           |          |             |       |       |         |
| Sanville, Makayla L.                         |  | Address on File        |           |          |             |       |       |         |
| Sapient Corporation                          |  | 40 Water Street        |           |          | Boston      | MA    | 02109 |         |
| Sapp, Juandisha                              |  | Address on File        |           |          |             |       |       |         |
| Sara McLaughlin                              |  | Address on File        |           |          |             |       |       |         |
| Sara R. Fisher dba A Simple Space, LLC       |  | Address on File        |           |          |             |       |       |         |
| Sarah Colavito                               |  | Address on File        |           |          |             |       |       |         |
| SARAH COONS LINDSAY                          |  | Address on File        |           |          |             |       |       |         |
| Sarah Edelman dba S&D Simply Organized       |  | Address on File        |           |          |             |       |       |         |
| Sarah Graham                                 |  | Address on File        |           |          |             |       |       |         |
| Sarah Grantham                               |  | Address on File        |           |          |             |       |       |         |
| SARAH HRIVNAK                                |  | Address on File        |           |          |             |       |       |         |
| Sarah McDonald                               |  | Address on File        |           |          |             |       |       |         |
| Sarah Nieto DBA Eclectic Living Spaces, LLC  |  | Address on File        |           |          |             |       |       |         |
| Sarah R Buckwalter                           |  | Address on File        |           |          |             |       |       |         |
| Sarah Rose Davis dba Think Tidy LLC          |  | Address on File        |           |          |             |       |       |         |
| Sarah Schier dba Beautiful Life Creative Org |  | Address on File        |           |          |             |       |       |         |
| SARAH WINSTEAD                               |  | Address on File        |           |          |             |       |       |         |
| Sargent, Aliana J.                           |  | Address on File        |           |          |             |       |       |         |
| Sargent, Brandi                              |  | Address on File        |           |          |             |       |       |         |
| SARITA NADER                                 |  | Address on File        |           |          |             |       |       |         |
| Sarmiento, Brandon A.                        |  | Address on File        |           |          |             |       |       |         |
| Sarnobat, Anita                              |  | Address on File        |           |          |             |       |       |         |
| Sarokon, Darla J.                            |  | Address on File        |           |          |             |       |       |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName | Address1                  | Address2      | Address3 | City        | State | Zip        | Country |
|------------------------------------|--------------------|---------------------------|---------------|----------|-------------|-------|------------|---------|
| Sarwari, Nahida M.                 |                    | Address on File           |               |          |             |       |            |         |
| Sasha McDonald                     |                    | Address on File           |               |          |             |       |            |         |
| Satin, Vicki                       |                    | Address on File           |               |          |             |       |            |         |
| Sauce Labs Inc.                    |                    | Dept LA 24509             |               |          | Pasadena    | CA    | 91185      |         |
| Saucedo, Beatrice E.               |                    | Address on File           |               |          |             |       |            |         |
| Saucedo, Jose A.                   |                    | Address on File           |               |          |             |       |            |         |
| Sauer, Cecilia                     |                    | Address on File           |               |          |             |       |            |         |
| Sauls, Maggie R.                   |                    | Address on File           |               |          |             |       |            |         |
| Saunders, Charity P.               |                    | Address on File           |               |          |             |       |            |         |
| Saunders, Wendy R.                 |                    | Address on File           |               |          |             |       |            |         |
| Sautel, Elizabeth                  |                    | Address on File           |               |          |             |       |            |         |
| Savage, Jasmine                    |                    | Address on File           |               |          |             |       |            |         |
| Savannah Virden                    |                    | Address on File           |               |          |             |       |            |         |
| Savard, Christy L.                 |                    | Address on File           |               |          |             |       |            |         |
| Save Energy Systems, Inc.          |                    | 39 Blossom Ct             |               |          | Westborough | MA    | 01581      |         |
| SaveOnSP, LLC                      |                    | 40 La Riviere Dr, Ste 310 |               |          | Buffalo     | NY    | 14202      |         |
| Savivanh, Nathan M.                |                    | Address on File           |               |          |             |       |            |         |
| Savor Goods, LLC                   |                    | 152 Franklin Street       |               |          | New York    | NY    | 10013      |         |
| Savory, Christopher                |                    | Address on File           |               |          |             |       |            |         |
| Sawyer, Aalysia                    |                    | Address on File           |               |          |             |       |            |         |
| Sawyer, Chelsea T.                 |                    | Address on File           |               |          |             |       |            |         |
| Saxe, Melissa R.                   |                    | Address on File           |               |          |             |       |            |         |
| Saxon, Laurie                      |                    | Address on File           |               |          |             |       |            |         |
| Say Technologies LLC               |                    | PO BOX 23938              |               |          | New York    | NY    | 10087      |         |
| Sazan LLC                          |                    | 3267 Bee Caves Rd         | Ste. 107 #327 |          | Austin      | TX    | 78746      |         |
| SC Coale Limited Liability Company |                    | 1717 Annex Avenue         | Unit 601      |          | Dallas      | TX    | 75204      |         |
| Scallan, Dylan T.                  |                    | Address on File           |               |          |             |       |            |         |
| Scanlan, Jerry P.                  |                    | Address on File           |               |          |             |       |            |         |
| Scanlan, Mary                      |                    | Address on File           |               |          |             |       |            |         |
| Scannell, Colleen                  |                    | Address on File           |               |          |             |       |            |         |
| Scantron Corporation               |                    | P.O. Box 93038            |               |          | Chicago     | IL    | 60673-3038 |         |
| SCENTCO, INC.                      |                    | 8640 Argent St.           |               |          | Santee      | CA    | 92071      |         |
| SCENTSIBLE LLC, DBA<br>POOPOURRI   |                    | 4901 Keller Springs Rd.   | Suite 106-D   |          | Addison     | TX    | 75001      |         |
| Scentsible, LLC                    |                    | 4901 Keller Springs Road  | Suite 106-D   |          | Addison     | TX    | 75001      |         |
| Schachte, Laura C.                 |                    | Address on File           |               |          |             |       |            |         |
| Schachter, Estaire Y.              |                    | Address on File           |               |          |             |       |            |         |
| Schaefbauer, Suzanne               |                    | Address on File           |               |          |             |       |            |         |
| Schaefer, Jessica                  |                    | Address on File           |               |          |             |       |            |         |
| Schaffer, April                    |                    | Address on File           |               |          |             |       |            |         |
| Schall, Mark E.                    |                    | Address on File           |               |          |             |       |            |         |
| Schanz, Jennifer M.                |                    | Address on File           |               |          |             |       |            |         |
| Schaub, Leigh A.                   |                    | Address on File           |               |          |             |       |            |         |
| Schaub, Paula M.                   |                    | Address on File           |               |          |             |       |            |         |
| Schedin, Benjamin A.               |                    | Address on File           |               |          |             |       |            |         |
| Schefflin-Emrich, Mark             |                    | Address on File           |               |          |             |       |            |         |
| Scheiderer, Jayme A.               |                    | Address on File           |               |          |             |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName | Address1          | Address2        | Address3 | City      | State | Zip        | Country |
|-----------------------------------|--------------------|-------------------|-----------------|----------|-----------|-------|------------|---------|
| Schenck, Liam                     |                    | Address on File   |                 |          |           |       |            |         |
| Scherr, Sharone C.                |                    | Address on File   |                 |          |           |       |            |         |
| Schey, Steven L.                  |                    | Address on File   |                 |          |           |       |            |         |
| Schick, Julianne                  |                    | Address on File   |                 |          |           |       |            |         |
| Schienze, Adrian                  |                    | Address on File   |                 |          |           |       |            |         |
| Schiller, Andre K.                |                    | Address on File   |                 |          |           |       |            |         |
| Schiltz, Megan L.                 |                    | Address on File   |                 |          |           |       |            |         |
| Schindler Elevator Corp.          |                    | P.O. Box 93050    |                 |          | Chicago   | IL    | 60673-3050 |         |
| Schindler, Reece                  |                    | Address on File   |                 |          |           |       |            |         |
| Schissler, Noah                   |                    | Address on File   |                 |          |           |       |            |         |
| Schlagbaum, Chelsea T.            |                    | Address on File   |                 |          |           |       |            |         |
| Schlette, Christina A.            |                    | Address on File   |                 |          |           |       |            |         |
| Schlosser, Kevin                  |                    | Address on File   |                 |          |           |       |            |         |
| Schlumbohm, Brian E.              |                    | Address on File   |                 |          |           |       |            |         |
| Schmeer, Anna                     |                    | Address on File   |                 |          |           |       |            |         |
| Schmeling, Max J.                 |                    | Address on File   |                 |          |           |       |            |         |
| Schmidt, Austin                   |                    | Address on File   |                 |          |           |       |            |         |
| Schmidt, Cindy                    |                    | Address on File   |                 |          |           |       |            |         |
| Schmidt, Erika                    |                    | Address on File   |                 |          |           |       |            |         |
| Schmidtke, Lisa                   |                    | Address on File   |                 |          |           |       |            |         |
| Schneider National Carriers, Inc. |                    | PO Box 2545       |                 |          | Green Bay | WI    | 54306      |         |
| Schneider, Alexander B.           |                    | Address on File   |                 |          |           |       |            |         |
| Schneider, Sarah                  |                    | Address on File   |                 |          |           |       |            |         |
| Schneider, Sean J.                |                    | Address on File   |                 |          |           |       |            |         |
| Schneiderhan, Kathleen            |                    | Address on File   |                 |          |           |       |            |         |
| Schnitzer, Sarah A.               |                    | Address on File   |                 |          |           |       |            |         |
| Schochner, Susan                  |                    | Address on File   |                 |          |           |       |            |         |
| Schoell, Katrina A.               |                    | Address on File   |                 |          |           |       |            |         |
| Schoenauer-Larkins, Cassie        |                    | Address on File   |                 |          |           |       |            |         |
| Schoenfeld, Lynn                  |                    | Address on File   |                 |          |           |       |            |         |
| Schoenman, Nancy E.               |                    | Address on File   |                 |          |           |       |            |         |
| Schoepf, Megan                    |                    | Address on File   |                 |          |           |       |            |         |
| Schofield, Joyce                  |                    | Address on File   |                 |          |           |       |            |         |
| Scholin, Natasha R.               |                    | Address on File   |                 |          |           |       |            |         |
| Schomburg, Nancy L.               |                    | Address on File   |                 |          |           |       |            |         |
| Schomburg, Stephen L.             |                    | Address on File   |                 |          |           |       |            |         |
| Schorr, Alyssa                    |                    | Address on File   |                 |          |           |       |            |         |
| Schott, Jill R.                   |                    | Address on File   |                 |          |           |       |            |         |
| Schrager, Samantha                |                    | Address on File   |                 |          |           |       |            |         |
| Schrock, Hayley                   |                    | Address on File   |                 |          |           |       |            |         |
| Schrock, Leyla A.                 |                    | Address on File   |                 |          |           |       |            |         |
| Schroeder & Tremayne Inc          |                    | BIN #110200       | P.O. Box 790051 |          | St. Louis | MO    | 63179-0051 |         |
| SCHROEDER & TREMAYNE INC          |                    | 8500 Valcour Ave. |                 |          | St. Louis | MO    | 63123      |         |
| Schroeder, Autumn                 |                    | Address on File   |                 |          |           |       |            |         |
| Schroeder, John M.                |                    | Address on File   |                 |          |           |       |            |         |
| Schroeder, Margaret A.            |                    | Address on File   |                 |          |           |       |            |         |
| Schroeder, Weston L.              |                    | Address on File   |                 |          |           |       |            |         |
| Schubert, Jeremiah                |                    | Address on File   |                 |          |           |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName                | Address1                     | Address2                            | Address3 | City               | State | Zip        | Country |
|-------------------------------|-----------------------------------|------------------------------|-------------------------------------|----------|--------------------|-------|------------|---------|
| Schubert, Louise G.           |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schultz, Christina M.         |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schumacher Kanno, Tracy M.    |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schuster, Micah               |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwan, Jay N.                |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwanemann, Leila K.         |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwartz, Adam R.             |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwartzbauer, Samuel         |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwarz Paper Company, LLC    |                                   | 8338 Austin Ave              |                                     |          | Morton Grove       | IL    | 60053      |         |
| Schweitzer, Garrett           |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwertner, Kristin L.        |                                   | Address on File              |                                     |          |                    |       |            |         |
| Schwinzer, Mark E.            |                                   | Address on File              |                                     |          |                    |       |            |         |
| SCHYLLING Inc.                |                                   | 21 HIGH ST                   | SUITE 400                           |          | NORTH ANDOVER      | MA    | 01845      |         |
| Schylling Inc.                |                                   | PO Box 842358                |                                     |          | Boston             | MA    | 02284-2358 |         |
| Scichilone, Robert E.         |                                   | Address on File              |                                     |          |                    |       |            |         |
| Sconzo Law Office, P.A.       |                                   | 3825 PGA Boulevard, Ste 207  |                                     |          | Palm Beach Gardens | FL    | 33410      |         |
| SCOTT ALLAN KANAGA            |                                   | Address on File              |                                     |          |                    |       |            |         |
| SCOTT JONES                   |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott Jr., Anthony K.         |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott Laoboonmi               |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Garcia L.              |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Destiny R.             |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Henry                  |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Kimberly               |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Lara                   |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Lewin G.               |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Lisa M.                |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Shanice E.             |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scott, Sharmecia S.           |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scrivanich, Joan A.           |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scrub Daddy, Inc.             |                                   | 1700 Suckle Highway          |                                     |          | Pennsauken         | NJ    | 08110      |         |
| Scrudder, Susan S.            |                                   | Address on File              |                                     |          |                    |       |            |         |
| Scruggs, Ameron I.            |                                   | Address on File              |                                     |          |                    |       |            |         |
| SDC GLENWOOD PLACE, LLC       | Attn Bradley F. Schlosser         | 601 N. Lamar Blvd.           | Suite 301                           |          | Austin             | TX    | 78703      |         |
| SDC Glenwood Place, LLC       | c/o Schlosser Development Company | 405 N. Lamar Blvd. Suite 200 |                                     |          | Austin             | TX    | 78703      |         |
| SDC Glenwood Place, LLC       |                                   | 601 N.Lamar Blvd.,           | Suite 301                           |          | Austin             | TX    | 78703      |         |
| Seabron, Alexia               |                                   | Address on File              |                                     |          |                    |       |            |         |
| Seabrooks, Kimberly F.        |                                   | Address on File              |                                     |          |                    |       |            |         |
| Seacoast Utility Authority    |                                   | 4200 Hood Rd.                |                                     |          | Palm Beach Gardens | FL    | 33410      |         |
| Seacoast Utility Authority    |                                   | PO Box 30568                 |                                     |          | Tampa              | FL    | 33630-3568 |         |
| Seals, Euleah M.              |                                   | Address on File              |                                     |          |                    |       |            |         |
| Seaman Paper Co. Of Ma., Inc. |                                   | P.O. Box 21                  | Attn Accounts Receivable Department |          | Baldwinville       | MA    | 01436      |         |
| SEAMAN PAPER COMPANY          |                                   | 35 Wilkins Road              |                                     |          | Gardner            | MA    | 01440      |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                    | CreditorNoticeName         | Address1                                  | Address2 | Address3 | City         | State | Zip        | Country        |
|---|----------------------------|---|----------|----------|--------------|-------|------------|----------------|
| Seaman, Cynthia L.                              |                            | Address on File                           |          |          |              |       |            |                |
| Seamix Artist Management                        |                            | 9234 Peninsula Drive                      |          |          | Dallas       | TX    | 75218      |                |
| Seaquist, Erica                                 |                            | Address on File                           |          |          |              |       |            |                |
| Searcy, Jordan H.                               |                            | Address on File                           |          |          |              |       |            |                |
| Sears, Gabrielle                                |                            | Address on File                           |          |          |              |       |            |                |
| Sears, Philip L.                                |                            | Address on File                           |          |          |              |       |            |                |
| Seay, Jordan                                    |                            | Address on File                           |          |          |              |       |            |                |
| Secor, Cara                                     |                            | Address on File                           |          |          |              |       |            |                |
| Secre, Maxwell                                  |                            | Address on File                           |          |          |              |       |            |                |
| Secretary of State                              |                            | P.O. Box 1150                             |          |          | Frankfort    | KY    | 40602      |                |
| Securities & Exchange Commission                | Fort Worth Regional Office | 801 Cherry Street, Suite 1900,<br>Unit 18 |          |          | Fort Worth   | TX    | 76102      |                |
| Securities and Exchange<br>Commission           | Secretary of the Treasury  | 100 F St NE                               |          |          | Washington   | DC    | 20549      |                |
| Security Solutions                              |                            | 1640 West Highway 152                     |          |          | Mustang      | OK    | 73064      |                |
| Seda Jr., Richard G.                            |                            | Address on File                           |          |          |              |       |            |                |
| Seda, Adam A.                                   |                            | Address on File                           |          |          |              |       |            |                |
| Sedex Info Exchange Ltd                         |                            | 5 Old Bailey                              |          |          | London       |       | EC4M 7BA   | United Kingdom |
| Sedodey, Belinda A.                             |                            | Address on File                           |          |          |              |       |            |                |
| Seegars, Danielle L.                            |                            | Address on File                           |          |          |              |       |            |                |
| Sefu, Donat V.                                  |                            | Address on File                           |          |          |              |       |            |                |
| Seger, James M.                                 |                            | Address on File                           |          |          |              |       |            |                |
| Segin, Christine M.                             |                            | Address on File                           |          |          |              |       |            |                |
| Segovia, Elliot                                 |                            | Address on File                           |          |          |              |       |            |                |
| Seguisa, Ezekiel B.                             |                            | Address on File                           |          |          |              |       |            |                |
| Segura Najera, Susana                           |                            | Address on File                           |          |          |              |       |            |                |
| Segura, Jorge R.                                |                            | Address on File                           |          |          |              |       |            |                |
| Seidt, Natalie R.                               |                            | Address on File                           |          |          |              |       |            |                |
| Seifer, Thresea M.                              |                            | Address on File                           |          |          |              |       |            |                |
| Seiko Nobuhata                                  |                            | Address on File                           |          |          |              |       |            |                |
| Sek, Prasoeur                                   |                            | Address on File                           |          |          |              |       |            |                |
| SEL Holdings LLC                                |                            | P.O. Box 2671                             |          |          | New York     | NY    | 10108      |                |
| Selchert, Lisa                                  |                            | Address on File                           |          |          |              |       |            |                |
| Select Benefit Administrators of<br>America,    | Symetra Select Benefits    | PO Box 856098                             |          |          | Minneapolis  | MN    | 55485-6098 |                |
| Selective Ins. Co of New York                   |                            | PO Box 782747                             |          |          | Philadelphia | PA    | 19178-2747 |                |
| Selective Insurance Company                     |                            | PO Box 782747                             |          |          | Philadelphia | PA    | 19178      |                |
| Selective Insurance Company of<br>America       |                            | PO Box 782747                             |          |          | Philadelphia | PA    | 19178-2747 |                |
| Selective Insurance Company of<br>the Southeast |                            | PO Box 782747                             |          |          | Philadelphia | PA    | 19178-2747 |                |
| Seligman, Kristen A.                            |                            | Address on File                           |          |          |              |       |            |                |
| Seline, Linnea M.                               |                            | Address on File                           |          |          |              |       |            |                |
| Sell, Caitlyn V.                                |                            | Address on File                           |          |          |              |       |            |                |
| Sell, Haley A.                                  |                            | Address on File                           |          |          |              |       |            |                |
| Sellitto, Katie S.                              |                            | Address on File                           |          |          |              |       |            |                |
| Sells, Phillip M.                               |                            | Address on File                           |          |          |              |       |            |                |
| Selmon, Damion                                  |                            | Address on File                           |          |          |              |       |            |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1                    | Address2  | Address3 | City          | State | Zip        | Country |
|---------------------------------|--------------------|-----------------------------|-----------|----------|---------------|-------|------------|---------|
| Selva, Adriana M.               |                    | Address on File             |           |          |               |       |            |         |
| Seney, Valerie J.               |                    | Address on File             |           |          |               |       |            |         |
| Sengo, Zenaida                  |                    | Address on File             |           |          |               |       |            |         |
| Sensational Organizing Services |                    | 508 W. Allen Ave            |           |          | San Dimas     | CA    | 91773      |         |
| Senter, Kelsey E.               |                    | Address on File             |           |          |               |       |            |         |
| Sepeda, Ericka                  |                    | Address on File             |           |          |               |       |            |         |
| Sepulveda, Shenelle L.          |                    | Address on File             |           |          |               |       |            |         |
| Sequeira, Danny                 |                    | Address on File             |           |          |               |       |            |         |
| Seraphin, Kylie A.              |                    | Address on File             |           |          |               |       |            |         |
| Serena Zheng                    |                    | Address on File             |           |          |               |       |            |         |
| Serenbetz, Jacqueline J.        |                    | Address on File             |           |          |               |       |            |         |
| Serenity At Home                |                    | 3595 Wyndam Ct.             |           |          | Rochester     | MI    | 48306      |         |
| Sergi, Steven                   |                    | Address on File             |           |          |               |       |            |         |
| Serna, Sammy                    |                    | Address on File             |           |          |               |       |            |         |
| Sernas Lopez, Alejandro         |                    | Address on File             |           |          |               |       |            |         |
| Serpico, Nicole D.              |                    | Address on File             |           |          |               |       |            |         |
| Serrano, Daniel                 |                    | Address on File             |           |          |               |       |            |         |
| Serrato, Brianna S.             |                    | Address on File             |           |          |               |       |            |         |
| Serrette, Thomas                |                    | Address on File             |           |          |               |       |            |         |
| SERVAAS LABORATORIES            |                    | 5240 Walt Place             |           |          | Indianapolis  | IN    | 46254-5795 |         |
| SerVaas Laboratories, Inc.      |                    | P.O. Box 78000              |           |          | Detroit       | MI    | 48278      |         |
| Service All Maintenance LLC     |                    | 1301 16th street #328       |           |          | San Francisco | CA    | 94103      |         |
| Service Channel.Com, Inc.       |                    | PO Box 419223               |           |          | Boston        | MA    | 02241      |         |
| Service Channel.Com, Inc.       |                    | 9 Albertson Avenue          |           |          | Albertson     | NY    | 11507      |         |
| Sesay, Isaac                    |                    | Address on File             |           |          |               |       |            |         |
| Sethi, Devon L.                 |                    | Address on File             |           |          |               |       |            |         |
| Sethi, Rasna                    |                    | Address on File             |           |          |               |       |            |         |
| Settled, LLC                    |                    | 401 E. 60th St.             | Apt. 8E   |          | New York      | NY    | 10022      |         |
| Settles, Tess                   |                    | Address on File             |           |          |               |       |            |         |
| Severson, Carson                |                    | Address on File             |           |          |               |       |            |         |
| Sewelltech Inc.                 |                    | 2707 North Stemmons Freeway | Suite 175 |          | Dallas        | TX    | 75207      |         |
| Sexton, Jacquelyn               |                    | Address on File             |           |          |               |       |            |         |
| Sexton, Michael                 |                    | Address on File             |           |          |               |       |            |         |
| Seybold, Carol R.               |                    | Address on File             |           |          |               |       |            |         |
| Seyedmorteza, Nor M.            |                    | Address on File             |           |          |               |       |            |         |
| Sha Brown                       |                    | Address on File             |           |          |               |       |            |         |
| Shadden, Tasia D.               |                    | Address on File             |           |          |               |       |            |         |
| Shaddock, Caitlyn A.            |                    | Address on File             |           |          |               |       |            |         |
| Shafer, Jane T.                 |                    | Address on File             |           |          |               |       |            |         |
| Shaffer, Travis B.              |                    | Address on File             |           |          |               |       |            |         |
| Shagoury, Sophia                |                    | Address on File             |           |          |               |       |            |         |
| Shah, Aayushi                   |                    | Address on File             |           |          |               |       |            |         |
| Shah, Brijesh                   |                    | Address on File             |           |          |               |       |            |         |
| Shah, Dipti                     |                    | Address on File             |           |          |               |       |            |         |
| Shah, Kulsoom                   |                    | Address on File             |           |          |               |       |            |         |
| Shah, Manisha                   |                    | Address on File             |           |          |               |       |            |         |
| Shah, Miraj B.                  |                    | Address on File             |           |          |               |       |            |         |
| Shahbol, Patrick                |                    | Address on File             |           |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1                      | Address2 | Address3 | City            | State | Zip    | Country |
|--|--------------------|-------------------------------|----------|----------|-----------------|-------|--------|---------|
| Shambley, Rodiero T.                     |                    | Address on File               |          |          |                 |       |        |         |
| Shandong Iida Import and Export Corp.    |                    | 104, Xiaowei Er Road          |          |          | Jinan, Shandong |       | 250001 | China   |
| Shaner, Kathryn                          |                    | Address on File               |          |          |                 |       |        |         |
| Shannon OLoughlin dba Room For Life Org  |                    | Address on File               |          |          |                 |       |        |         |
| Shanthie Kumandan                        |                    | Address on File               |          |          |                 |       |        |         |
| Shapiro, Meryl S.                        |                    | Address on File               |          |          |                 |       |        |         |
| Shapiro, Terri J.                        |                    | Address on File               |          |          |                 |       |        |         |
| SHARI BLAKE                              |                    | Address on File               |          |          |                 |       |        |         |
| Sharon Chawla                            |                    | Address on File               |          |          |                 |       |        |         |
| SHARON DI COSTANZO                       |                    | Address on File               |          |          |                 |       |        |         |
| Sharon Hansen                            |                    | Address on File               |          |          |                 |       |        |         |
| SHARON HOOBLER                           |                    | Address on File               |          |          |                 |       |        |         |
| Sharon Khachadourian                     |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Cynthia D.                        |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Gloria J.                         |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Jessica                           |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Mark A.                           |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Natasha                           |                    | Address on File               |          |          |                 |       |        |         |
| Sharp, Ryan                              |                    | Address on File               |          |          |                 |       |        |         |
| Shaw Clark, Hallie                       |                    | Address on File               |          |          |                 |       |        |         |
| Shaw, Karen                              |                    | Address on File               |          |          |                 |       |        |         |
| Shaw, Kevin                              |                    | Address on File               |          |          |                 |       |        |         |
| Shaw, Melissa C.                         |                    | Address on File               |          |          |                 |       |        |         |
| Shaw, Teresa L.                          |                    | Address on File               |          |          |                 |       |        |         |
| SHAWN WAGGONER                           |                    | Address on File               |          |          |                 |       |        |         |
| Shea Properties                          |                    | 9990 Mesa Rim Road, Suite 220 |          |          | San Diego       | CA    | 92121  |         |
| Shea, Maddison M.                        |                    | Address on File               |          |          |                 |       |        |         |
| Shearin, Joshua                          |                    | Address on File               |          |          |                 |       |        |         |
| Shedd, Emily G.                          |                    | Address on File               |          |          |                 |       |        |         |
| ShedRain Corporation                     |                    | 8303 NE Killingsworth St.     |          |          | Portland        | OR    | 97220  |         |
| ShedRain Corporation                     |                    | 715 LAKE ST.                  |          |          | OAK PARK        | IL    | 60301  |         |
| Sheerin, Margaret                        |                    | Address on File               |          |          |                 |       |        |         |
| Shelby Lynn Cornett                      |                    | Address on File               |          |          |                 |       |        |         |
| Shell, James R.                          |                    | Address on File               |          |          |                 |       |        |         |
| Shell, Mary L.                           |                    | Address on File               |          |          |                 |       |        |         |
| Shelley Rather Tims                      |                    | Address on File               |          |          |                 |       |        |         |
| Shellman, Terrance D.                    |                    | Address on File               |          |          |                 |       |        |         |
| Shelly Mcmanus                           |                    | Address on File               |          |          |                 |       |        |         |
| Shelly Mcmanus                           |                    | Address on File               |          |          |                 |       |        |         |
| Shelton, Lucy M.                         |                    | Address on File               |          |          |                 |       |        |         |
| Shepard, Delia                           |                    | Address on File               |          |          |                 |       |        |         |
| Sheppard, Mullin, Richter & Hampton, LLP |                    | 333 S. Hope Street            |          |          | Los Angeles     | CA    | 90071  |         |
| Sherbo, Allison C.                       |                    | Address on File               |          |          |                 |       |        |         |
| Sherfey, Mary C.                         |                    | Address on File               |          |          |                 |       |        |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName            | Address1                     | Address2                               | Address3 | City        | State | Zip        | Country |
|--|-------------------------------|------------------------------|--|----------|-------------|-------|------------|---------|
| Sherilee J Pate dba The Organized Style Co |                               | Address on File              |  |          |             |       |            |         |
| Sherlock, Maranda                          |                               | Address on File              |  |          |             |       |            |         |
| Sherman, Angelique                         |                               | Address on File              |  |          |             |       |            |         |
| Sherman, Joyce B.                          |                               | Address on File              |  |          |             |       |            |         |
| Sherman, Miranda                           |                               | Address on File              |  |          |             |       |            |         |
| SHERRA FEENY                               |                               | Address on File              |  |          |             |       |            |         |
| SHERRI MILBURN                             |                               | Address on File              |  |          |             |       |            |         |
| SHERRY DENISE MURPHY                       |                               | Address on File              |  |          |             |       |            |         |
| Sherry Thornton                            |                               | Address on File              |  |          |             |       |            |         |
| Sherry, Carolaine                          |                               | Address on File              |  |          |             |       |            |         |
| Shevchik, Janet M.                         |                               | Address on File              |  |          |             |       |            |         |
| SHI International Corp.                    |                               | 1301 South Mo-Pac Expressway | Suite 375                              |          | Austin      | TX    | 78746      |         |
| SHIMMY PRODUCTS LLC                        |                               | 101 Federal St., Fl 19       | Shimmy Products C/O Estabrook Partners |          | Boston      | MA    | 02110      |         |
| Shimp, Melissa M.                          |                               | Address on File              |  |          |             |       |            |         |
| Shinn, Jayne                               |                               | Address on File              |  |          |             |       |            |         |
| Shiolen Industries, Inc.                   |                               | 1715 Peyco Dr N              |  |          | Arlington   | TX    | 76001      |         |
| Shiple, Mari                               |                               | Address on File              |  |          |             |       |            |         |
| Shires, Mona M.                            |                               | Address on File              |  |          |             |       |            |         |
| Shirley, Jennifer                          |                               | Address on File              |  |          |             |       |            |         |
| Shively, Stacey                            |                               | Address on File              |  |          |             |       |            |         |
| Shniderson, Ari                            |                               | Address on File              |  |          |             |       |            |         |
| Shoate, Jesiah                             |                               | Address on File              |  |          |             |       |            |         |
| Shockley, Gianna R.                        |                               | Address on File              |  |          |             |       |            |         |
| Shoppas Material Handling LTD              |                               | 15217 Grand River Rd         |  |          | Fort Worth  | TX    | 76155      |         |
| Shorr Packaging Corp.                      |                               | P.O. Box 6800                |  |          | Aurora      | IL    | 60598-0800 |         |
| Short Pump Town Center, LLC                | Attn General Manager          | c/o Short Pump Town Center   | 11800 W. Broad St                      |          | Richmond    | VA    | 23233      |         |
| Short Pump Town Center, LLC                | Attn Law/Lease Administration | c/o Brookfield Properties    | 350 N. Orleans St., Suite 300          |          | Chicago     | IL    | 60654-1607 |         |
| Short Pump Town Center, LLC                |                               | PO Box 72054                 |  |          | Cleveland   | OH    | 44192      |         |
| Short Pump Town Center, LLC                |                               | PO Box 860846                |  |          | Minneapolis | MN    | 55486      |         |
| Short, Thomas                              |                               | Address on File              |  |          |             |       |            |         |
| Showfety, Amy R.                           |                               | Address on File              |  |          |             |       |            |         |
| Shred It                                   |                               | 28883 Network Place          |  |          | Chicago     | IL    | 60673      |         |
| Shrewsbury Jr., Kenneth M.                 |                               | Address on File              |  |          |             |       |            |         |
| SHUBHRO SEN                                |                               | Address on File              |  |          |             |       |            |         |
| Shuler, Angela                             |                               | Address on File              |  |          |             |       |            |         |
| Shull, Andrew                              |                               | Address on File              |  |          |             |       |            |         |
| Shults, Melanie                            |                               | Address on File              |  |          |             |       |            |         |
| Shumaker, Mary                             |                               | Address on File              |  |          |             |       |            |         |
| Shunk, Emily D.                            |                               | Address on File              |  |          |             |       |            |         |
| Shurek, Tanner                             |                               | Address on File              |  |          |             |       |            |         |
| ShurTech Brands LLC                        |                               | P.O. Box 198026              |  |          | Atlanta     | GA    | 30384-8024 |         |
| SHURTECH BRANDS, LLC                       |                               | 32150 just Imagine Drive     |  |          | Avon        | OH    | 44011      |         |
| SHUTER ENTERPRISE CO., LTD                 |                               | No. 6, Gongye South 6th Rd.  | Nantou City, Nantou County             |          | Nantou      |       | 54066      | Taiwan  |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                 | CreditorNoticeName | Address1                              | Address2      | Address3 | City           | State | Zip        | Country |
|------------------------------|--------------------|---------------------------------------|---------------|----------|----------------|-------|------------|---------|
| Shuter Enterprise Co., Ltd   |                    | No.102, Lane 270, Sec. 2, Shi-Nan Rd. | Wu-rih Shaing |          | Taichung       |       | 414        | Taiwan  |
| Shutt, Charles C.            |                    | Address on File                       |               |          |                |       |            |         |
| Shutt, Molly J.              |                    | Address on File                       |               |          |                |       |            |         |
| Shweta Patel                 |                    | Address on File                       |               |          |                |       |            |         |
| SI WENG VAN                  |                    | Address on File                       |               |          |                |       |            |         |
| Sica, Natalia                |                    | Address on File                       |               |          |                |       |            |         |
| Siddiqui, Aadil              |                    | Address on File                       |               |          |                |       |            |         |
| Siddiqui, Mohammad O.        |                    | Address on File                       |               |          |                |       |            |         |
| Sidell, Amanda J.            |                    | Address on File                       |               |          |                |       |            |         |
| Sidhe, Karuna H.             |                    | Address on File                       |               |          |                |       |            |         |
| Sidley Austin LLP            |                    | PO Box 0642                           |               |          | Chicago        | IL    | 60690      |         |
| Siefert, Annaliese M.        |                    | Address on File                       |               |          |                |       |            |         |
| Siegel, Michael S.           |                    | Address on File                       |               |          |                |       |            |         |
| Siegel-McDermott, Gemma      |                    | Address on File                       |               |          |                |       |            |         |
| Siegfried, John M.           |                    | Address on File                       |               |          |                |       |            |         |
| Siegrist, Suzy E.            |                    | Address on File                       |               |          |                |       |            |         |
| Siemer III, Robert V.        |                    | Address on File                       |               |          |                |       |            |         |
| Sieren, Caitlin G.           |                    | Address on File                       |               |          |                |       |            |         |
| Sierra Forest Products Inc.  |                    | DEPT CH 19003                         |               |          | Palatine       | IL    | 60055      |         |
| Sievert, Maria L.            |                    | Address on File                       |               |          |                |       |            |         |
| Sifuentes, Jesus E.          |                    | Address on File                       |               |          |                |       |            |         |
| Sifuentes, Rodrigo           |                    | Address on File                       |               |          |                |       |            |         |
| Sigala, Jennifer R.          |                    | Address on File                       |               |          |                |       |            |         |
| Sigler, Jodi A.              |                    | Address on File                       |               |          |                |       |            |         |
| Signode Industrial Group Llc |                    | PO Box 71057                          |               |          | Chicago        | IL    | 60694-1057 |         |
| Sigurdardottir, Hrefna K.    |                    | Address on File                       |               |          |                |       |            |         |
| Sikes, Amanda L.             |                    | Address on File                       |               |          |                |       |            |         |
| Sikes, Sarah                 |                    | Address on File                       |               |          |                |       |            |         |
| Sill, Earl D.                |                    | Address on File                       |               |          |                |       |            |         |
| Silva Carranza, Carlos R.    |                    | Address on File                       |               |          |                |       |            |         |
| Silva, Duncan                |                    | Address on File                       |               |          |                |       |            |         |
| Silva, Helena M.             |                    | Address on File                       |               |          |                |       |            |         |
| Silva, Marilyn L.            |                    | Address on File                       |               |          |                |       |            |         |
| Silva, Raphael A.            |                    | Address on File                       |               |          |                |       |            |         |
| Silva-Landry, Zara I.        |                    | Address on File                       |               |          |                |       |            |         |
| Silveira, Candace            |                    | Address on File                       |               |          |                |       |            |         |
| SILVER LINING WARES LLC      |                    | 30 Portland Rd                        | #20           |          | Highlands      | NJ    | 07732      |         |
| Silver Lining Wares LLC      |                    | 9 Auer Court                          | STE F         |          | East Brunswick | NJ    | 08816      |         |
| Silver, Jean M.              |                    | Address on File                       |               |          |                |       |            |         |
| Silverlode Consulting, LLC   |                    | 2101 Superior Avenue                  | Suite 300     |          | Cleveland      | OH    | 44114      |         |
| Silverman, Toni B.           |                    | Address on File                       |               |          |                |       |            |         |
| Silverthorn, Kelly M.        |                    | Address on File                       |               |          |                |       |            |         |
| Silvia Provder               |                    | Address on File                       |               |          |                |       |            |         |
| Silvinos Pro Flash RX, Inc.  |                    | 1301 NO McCadden Pl                   |               |          | Los Angeles    | CA    | 90028      |         |
| Simeio Solutions, LLC        |                    | 11720 Amber Park Drive, Suite 400     |               |          | Alpharetta     | GA    | 30009      |         |
| Simenauer, David             |                    | Address on File                       |               |          |                |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName          | Address1                       | Address2  | Address3 | City       | State | Zip        | Country |
|---|-----------------------------|--------------------------------|-----------|----------|------------|-------|------------|---------|
| Simmons, David M.                       |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Davis C.                       |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Ebony                          |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Enjoli                         |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Kalyn                          |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Kaparah                        |                             | Address on File                |           |          |            |       |            |         |
| Simmons, Sheka                          |                             | Address on File                |           |          |            |       |            |         |
| Simon Roofing & Sheet Metal Corporation |                             | PO Box 951109                  |           |          | Cleveland  | OH    | 44193      |         |
| Simon, Julie M.                         |                             | Address on File                |           |          |            |       |            |         |
| Simon, Kyle                             |                             | Address on File                |           |          |            |       |            |         |
| Simon, Michael A.                       |                             | Address on File                |           |          |            |       |            |         |
| Simonds, Janice L.                      |                             | Address on File                |           |          |            |       |            |         |
| Simonds, Joshua P.                      |                             | Address on File                |           |          |            |       |            |         |
| Simons, Benjamin                        |                             | Address on File                |           |          |            |       |            |         |
| Simpkins, Seye E.                       |                             | Address on File                |           |          |            |       |            |         |
| Simpla                                  |                             | PO BOX 5068                    |           |          | Novato     | CA    | 94948-5068 |         |
| SIMPLE DIVISION GARMENT ORGANIZERS      |                             | PO BOX 251                     |           |          | Headland   | AL    | 36345      |         |
| SIMPLE HUMAN                            |                             | 19850 MAGELLAN DR              |           |          | Torrance   | CA    | 90502      |         |
| Simple Human                            |                             | 19801 S. Vermont Ave           |           |          | Torrance   | CA    | 90502      |         |
| SimpleHuman LLC                         | Brad Kummer / John Schwartz | 19850 Magellan Drive           |           |          | TORRANCE   | CA    | 90502      |         |
| Simplifi Holdings Inc                   |                             | 128 E Exchange Ave             | Suite 700 |          | Fort Worth | TX    | 76164      |         |
| Simplified by Charlotte LLC             |                             | 2515 N Seminary Avenue, Unit F |           |          | Chicago    | IL    | 60614      |         |
| Simply Framed, Inc                      |                             | 2422 E 3rd Ave                 |           |          | Denver     | CO    | 80206      |         |
| SIMPLY FRAMED, INC.                     |                             | 20450 PLUMMER ST               |           |          | CHATSWORTH | CA    | 91311-5372 |         |
| Simply Luxe                             |                             | 2011 Madison Avenue            |           |          | San Diego  | CA    | 92116      |         |
| Simpson Thacher & Bartlett LLP          |                             | 425 Lexington Avenue           |           |          | New York   | NY    | 10017      |         |
| Simpson, Isabela C.                     |                             | Address on File                |           |          |            |       |            |         |
| Simpson, Mark                           |                             | Address on File                |           |          |            |       |            |         |
| Simpson, Ramel M.                       |                             | Address on File                |           |          |            |       |            |         |
| Simpson, Stephen H.                     |                             | Address on File                |           |          |            |       |            |         |
| Sims III, O D.                          |                             | Address on File                |           |          |            |       |            |         |
| Sims Jr., Dexter T.                     |                             | Address on File                |           |          |            |       |            |         |
| Sims, Brad T.                           |                             | Address on File                |           |          |            |       |            |         |
| Sims, Dustin                            |                             | Address on File                |           |          |            |       |            |         |
| Sims, Finley                            |                             | Address on File                |           |          |            |       |            |         |
| Sims, Jordan                            |                             | Address on File                |           |          |            |       |            |         |
| Sims, Laura L.                          |                             | Address on File                |           |          |            |       |            |         |
| Sims, Terrell                           |                             | Address on File                |           |          |            |       |            |         |
| Sinclair, Trey D.                       |                             | Address on File                |           |          |            |       |            |         |
| Singer, Ruth                            |                             | Address on File                |           |          |            |       |            |         |
| Singer, Susan                           |                             | Address on File                |           |          |            |       |            |         |
| Singh, Krishna K.                       |                             | Address on File                |           |          |            |       |            |         |
| Singh, Tulchand                         |                             | Address on File                |           |          |            |       |            |         |
| Singleton, Daisha M.                    |                             | Address on File                |           |          |            |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName   | Address1                   | Address2   | Address3 | City             | State | Zip   | Country   |
|-------------------------------------|----------------------|----------------------------|------------|----------|------------------|-------|-------|-----------|
| Singleton, Eddie D.                 |                      | Address on File            |            |          |                  |       |       |           |
| Singleton, Katina                   |                      | Address on File            |            |          |                  |       |       |           |
| Singman, Randi B.                   |                      | Address on File            |            |          |                  |       |       |           |
| Singmaster, Mitzi J.                |                      | Address on File            |            |          |                  |       |       |           |
| Singotani, Waldo                    |                      | Address on File            |            |          |                  |       |       |           |
| Sinicki, Maureen T.                 |                      | Address on File            |            |          |                  |       |       |           |
| Sinning, Catherine M.               |                      | Address on File            |            |          |                  |       |       |           |
| Sip, Michael                        |                      | Address on File            |            |          |                  |       |       |           |
| Siple, Joycelyn                     |                      | Address on File            |            |          |                  |       |       |           |
| Siqueira, Janayna                   |                      | Address on File            |            |          |                  |       |       |           |
| Siqueiros, Kristine                 |                      | Address on File            |            |          |                  |       |       |           |
| Sirak, Patricia M.                  |                      | Address on File            |            |          |                  |       |       |           |
| Sircks Incorporated                 |                      | 1123 12th Ave Rd 320       |            |          | Nampa            | ID    | 83686 |           |
| Sirin, Refai                        |                      | Address on File            |            |          |                  |       |       |           |
| Siroky, Jamaica                     |                      | Address on File            |            |          |                  |       |       |           |
| Sisk, David P.                      |                      | Address on File            |            |          |                  |       |       |           |
| Sisneros, Alicia                    |                      | Address on File            |            |          |                  |       |       |           |
| Sisul, Stephanie                    |                      | Address on File            |            |          |                  |       |       |           |
| Sita Ryan                           |                      | Address on File            |            |          |                  |       |       |           |
| Site Centers                        | Attn General Counsel | 3300 Enterprise Parkway    |            |          | Beachwood        | OH    | 44122 |           |
| Sivaraju, Muruganandam              |                      | Address on File            |            |          |                  |       |       |           |
| Six B Label, Corp.                  |                      | 12200 Forestgate           |            |          | Dallas           | TX    | 75243 |           |
| Sizer, Cheryl L.                    |                      | Address on File            |            |          |                  |       |       |           |
| Sizer, Samuel P.                    |                      | Address on File            |            |          |                  |       |       |           |
| Skaare, Korye                       |                      | Address on File            |            |          |                  |       |       |           |
| Skattum, Justin R.                  |                      | Address on File            |            |          |                  |       |       |           |
| Skeva, Gwen K.                      |                      | Address on File            |            |          |                  |       |       |           |
| Skidmore, Joshua K.                 |                      | Address on File            |            |          |                  |       |       |           |
| Skinner, Amanda J.                  |                      | Address on File            |            |          |                  |       |       |           |
| Skogerson, Olas K.                  |                      | Address on File            |            |          |                  |       |       |           |
| Skoy Enterprises                    |                      | 129 Hummingbird Hill       |            |          | Encinitas        | CA    | 92024 |           |
| Slagle, Kathryn E.                  |                      | Address on File            |            |          |                  |       |       |           |
| Slaney, Toni-Ann                    |                      | Address on File            |            |          |                  |       |       |           |
| Slate Gate, LLC                     |                      | 1010 Westmore Avenue       |            |          | Rockville        | MD    | 20850 |           |
| Slate Gate, LLC - DBA Youzey Retail |                      | 1010 Westmore Avenue       |            |          | Rockville        | MD    | 20850 |           |
| Slater, Lynne M.                    |                      | Address on File            |            |          |                  |       |       |           |
| Slaughter, Emily J.                 |                      | Address on File            |            |          |                  |       |       |           |
| Sledge, Audrey J.                   |                      | Address on File            |            |          |                  |       |       |           |
| Slepicka, Stephanie                 |                      | Address on File            |            |          |                  |       |       |           |
| SLICE, INC                          |                      | 38 N. Almaden Blvd. #115   |            |          | San Jose         | CA    | 95110 |           |
| Slice, Inc.                         |                      | 1510-A Dell Avenue         |            |          | Campbell         | CA    | 95008 |           |
| SLIP SILK PILLOWCASE LLC            |                      | 129 Robertson St           |            |          | Fortitude Valley | QLD   | 4006  | Australia |
| SLIP SILK PILLOWCASE LLC            |                      | 370 Lexington Avenue       | Suite 2103 |          | New York         | NY    | 10017 |           |
| Slip Silk Pillowcase LLC            |                      | 315 Madison Ave, 3rd Floor |            |          | New York         | NY    | 10017 |           |
| Sloan, Summer C.                    |                      | Address on File            |            |          |                  |       |       |           |
| Slocum, Brittany A.                 |                      | Address on File            |            |          |                  |       |       |           |
| Sloma, Jennifer L.                  |                      | Address on File            |            |          |                  |       |       |           |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName | Address1                        | Address2 | Address3 | City       | State | Zip   | Country |
|---|--------------------|---------------------------------|----------|----------|------------|-------|-------|---------|
| Slowik, Susan H.                              |                    | Address on File                 |          |          |            |       |       |         |
| SLR Central Dallas Construction, LLC          |                    | 2300 N. Field Street, Suite 800 |          |          | Dallas     | TX    | 75201 |         |
| Sluke, Jonathan                               |                    | Address on File                 |          |          |            |       |       |         |
| Small Jr., Footy                              |                    | Address on File                 |          |          |            |       |       |         |
| SMALL WORLD TRADING COMPANY (DBA EO PRODUCTS) |                    | 90 Windward Way                 |          |          | San Rafael | CA    | 94901 |         |
| Small, Tammy J.                               |                    | Address on File                 |          |          |            |       |       |         |
| Smalls, Jaylah D.                             |                    | Address on File                 |          |          |            |       |       |         |
| SmartDog Group                                |                    | PO BOX 152                      |          |          | Loveland   | OH    | 45140 |         |
| Smartsheet Inc                                |                    | 10500 NE 8th Street, Suite 1300 |          |          | Bellevue   | WA    | 98004 |         |
| Smartt, Justin                                |                    | Address on File                 |          |          |            |       |       |         |
| SmartyStreets LLC                             |                    | 3214 N University Avenue        | #409     |          | Provo      | UT    | 84604 |         |
| Smetona, Sarah M.                             |                    | Address on File                 |          |          |            |       |       |         |
| Smietana, Alexandra                           |                    | Address on File                 |          |          |            |       |       |         |
| Smith Information Systems, LLC dba Predictif  |                    | 5306 Hollister Street           |          |          | Houston    | TX    | 77040 |         |
| Smith IV, Sterling C.                         |                    | Address on File                 |          |          |            |       |       |         |
| Smith Jr., Billy                              |                    | Address on File                 |          |          |            |       |       |         |
| Smith Sr., Titus I.                           |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Alexis                                 |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Andrew M.                              |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Annie                                  |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Bonnie J.                              |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Brandon                                |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Bryan M.                               |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Chad                                   |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Charrdonay R.                          |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Cheryl                                 |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Christine A.                           |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Christopher A.                         |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Crystal C.                             |                    | Address on File                 |          |          |            |       |       |         |
| Smith, David                                  |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Dylan                                  |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Elleana                                |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Gwendolyn M.                           |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Harrison                               |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Heather                                |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Henry T.                               |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Holly H.                               |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Iain P.                                |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Jamal                                  |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Jasmine A.                             |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Jeremy                                 |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Jerry K.                               |                    | Address on File                 |          |          |            |       |       |         |
| Smith, Jhonathan                              |                    | Address on File                 |          |          |            |       |       |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName          | CreditorNoticeName | Address1                | Address2  | Address3 | City       | State | Zip        | Country |
|-----------------------|--------------------|-------------------------|-----------|----------|------------|-------|------------|---------|
| Smith, Jocelyn R.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Jonathan       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Kathryn A.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Katie          |                    | Address on File         |           |          |            |       |            |         |
| Smith, Keion          |                    | Address on File         |           |          |            |       |            |         |
| Smith, Kelli J.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Kendra         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Konnor M.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Kristen J.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Kyle W.        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Laura E.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Lawaina        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Lisabeth       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Logan J.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Madolynn R.    |                    | Address on File         |           |          |            |       |            |         |
| Smith, Megan E.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Melissa A.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Mia E.         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Morgan         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Odessa I.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Paul R.        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Philip L.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Rebecca        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Robert         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Robert L.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Sara J.        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Shannan V.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Shelby E.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Susan G.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Tammy L.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Taylor         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Taylor         |                    | Address on File         |           |          |            |       |            |         |
| Smith, Terrell        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Tiffany L.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Tyler N.       |                    | Address on File         |           |          |            |       |            |         |
| Smith, Valerie        |                    | Address on File         |           |          |            |       |            |         |
| Smith, Vincent        |                    | Address on File         |           |          |            |       |            |         |
| Smith, William E.     |                    | Address on File         |           |          |            |       |            |         |
| Smith, Wilson H.      |                    | Address on File         |           |          |            |       |            |         |
| Smith, Zachary R.     |                    | Address on File         |           |          |            |       |            |         |
| Smith-Borne, Jaden    |                    | Address on File         |           |          |            |       |            |         |
| Smithco Champions, LP |                    | 1400 Post Oak Boulevard | Suite 900 |          | Houston    | TX    | 77056      |         |
| Smitherman, Ian M.    |                    | Address on File         |           |          |            |       |            |         |
| Smith-Stevens, Amira  |                    | Address on File         |           |          |            |       |            |         |
| Smith-Wade, Tiana F.  |                    | Address on File         |           |          |            |       |            |         |
| Smith-Woods, Zhanobia |                    | Address on File         |           |          |            |       |            |         |
| Smolinski, Lara M.    |                    | Address on File         |           |          |            |       |            |         |
| SMUD                  |                    | Box 15555               |           |          | Sacramento | CA    | 95852-1555 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName                 | Address1                          | Address2              | Address3 | City           | State | Zip        | Country     |
|--|------------------------------------|-----------------------------------|-----------------------|----------|----------------|-------|------------|-------------|
| Snarr, Rachel E.                           |                                    | Address on File                   |                       |          |                |       |            |             |
| Sneaker Con LLC                            |                                    | 7939 Calamus Ave, Unit CF         |                       |          | Elmhurst       | NY    | 11373      |             |
| Sneathen, Samuel A.                        |                                    | Address on File                   |                       |          |                |       |            |             |
| Snelson, Noah                              |                                    | Address on File                   |                       |          |                |       |            |             |
| Snifty Scented Products (Rotuba Extruders) |                                    | 1301 Park Avenue South            |                       |          | Linden         | NJ    | 07036      |             |
| Snook, Barbara L.                          |                                    | Address on File                   |                       |          |                |       |            |             |
| SNX Technologies                           |                                    | P.O. Box 55                       | 315 Industrial Blvd   |          | Sauk Rapids    | MN    | 56379      |             |
| SNX Technologies, Inc.                     |                                    | 315 Industrial Blvd               |                       |          | Sauk Rapids    | MN    | 56379      |             |
| Snyder, Dorothy A.                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Snyder, Marjorie D.                        |                                    | Address on File                   |                       |          |                |       |            |             |
| Snyder, Matthew J.                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Social Edge Inc dba CreatorIQ              |                                    | 8605 Santa Monica Blvd, PMB 82232 |                       |          | West Hollywood | CA    | 90069      |             |
| Social Native, Inc.                        |                                    | 9903 Santa Monica Blvd.           | #766                  |          | Beverly Hills  | CA    | 90212      |             |
| SOCM 1, LLC                                | c/o CenterCal Properties, LLC      | 1600 Franklin Ave                 |                       |          | El Segundo     | CA    | 90245      |             |
| SOCM I, LLC                                | Attn Legal Department              | c/o Shea Properties               | 130 Vantis, Suite 200 |          | Aliso Viejo    | CA    | 92656      |             |
| SOCM I, LLC                                | Attn Senior VP of Asset Management | c/o Shea Properties               | 130 Vantis, Ste. 200  |          | Aliso Viejo    | CA    | 92656      |             |
| Sodexo Inc. & Affiliates                   |                                    | PO Box 360170                     |                       |          | Pittsburgh     | PA    | 15251-6170 |             |
| SOK-IT                                     |                                    | 7 Portland Place                  |                       |          | Montclair      | NJ    | 07042      |             |
| Sol Cruz, Sayllin                          |                                    | Address on File                   |                       |          |                |       |            |             |
| Sol, David                                 |                                    | Address on File                   |                       |          |                |       |            |             |
| Solano Lagunas, Jacqueline                 |                                    | Address on File                   |                       |          |                |       |            |             |
| Solano, Maria D.                           |                                    | Address on File                   |                       |          |                |       |            |             |
| Solaun, Nicole                             |                                    | Address on File                   |                       |          |                |       |            |             |
| Soliant Consulting, Inc                    |                                    | 14 N Peoria St. #2H               |                       |          | Chicago        | IL    | 60607      |             |
| SolidRoots, LLC.                           |                                    | 333 W 4th St                      | #2354                 |          | Tulsa          | OK    | 74101      |             |
| Solink Corporation                         |                                    | 390 March Road                    | Suite 110             |          | Kanata         | ON    | K2K0G7     | Canada      |
| Solis, Gloria                              |                                    | Address on File                   |                       |          |                |       |            |             |
| Solis, Jonny                               |                                    | Address on File                   |                       |          |                |       |            |             |
| Soloff, David J.                           |                                    | Address on File                   |                       |          |                |       |            |             |
| Solorio, Robert W.                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Solorzano, Alexi Y.                        |                                    | Address on File                   |                       |          |                |       |            |             |
| Somchith, Christina                        |                                    | Address on File                   |                       |          |                |       |            |             |
| Sommer Kujawa                              |                                    | Address on File                   |                       |          |                |       |            |             |
| Sompo International                        | US Commercial Management Liability | 633 West 5th Street, Suite 5100   |                       |          | Los Angeles    | CA    | 90071      |             |
| Son, Eun Young                             |                                    | Address on File                   |                       |          |                |       |            |             |
| SonarSource SA                             |                                    | PO Box 765                        | Geneva 15             |          | Canton Geneva  |       | 1215       | Switzerland |
| Songco, Mikhael A.                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Sonia Bacon                                |                                    | Address on File                   |                       |          |                |       |            |             |
| SONJYA MCGARITY                            |                                    | Address on File                   |                       |          |                |       |            |             |
| Sonneborn, Douglas                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Sontag, Lillian Y.                         |                                    | Address on File                   |                       |          |                |       |            |             |
| Sony, Steve                                |                                    | Address on File                   |                       |          |                |       |            |             |
| Sophistiplate, LLC                         |                                    | 790 Atlanta South Parkway         | Suite 100             |          | College Park   | GA    | 30349      |             |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                  | CreditorNoticeName         | Address1                            | Address2              | Address3 | City                  | State | Zip        | Country |
|---|----------------------------|-------------------------------------|-----------------------|----------|-----------------------|-------|------------|---------|
| Sophistiplate, LLC                            |                            | 213 SW Columbia St.                 | Suite 200             |          | Bend                  | OR    | 97702      |         |
| Soqui, Jennifer G.                            |                            | Address on File                     |                       |          |                       |       |            |         |
| Soria, Athena                                 |                            | Address on File                     |                       |          |                       |       |            |         |
| Soriano, Allannah                             |                            | Address on File                     |                       |          |                       |       |            |         |
| Soriano-Zapey, Ana                            |                            | Address on File                     |                       |          |                       |       |            |         |
| Sorice, Jennifer                              |                            | Address on File                     |                       |          |                       |       |            |         |
| SORTJOY                                       |                            | 143 Albion St                       |                       |          | San Francisco         | CA    | 94110      |         |
| Sorto, Emily N.                               |                            | Address on File                     |                       |          |                       |       |            |         |
| Sosa, Elisa M.                                |                            | Address on File                     |                       |          |                       |       |            |         |
| Sosa-Rubio, Anthony                           |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto Calles, Gerardo A.                       |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto Jr., Ney A.                              |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Christopher                             |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Daniela                                 |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Hector A.                               |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Itzel G.                                |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Jeury                                   |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto, Ollin                                   |                            | Address on File                     |                       |          |                       |       |            |         |
| Soto-Pinales, Monik                           |                            | Address on File                     |                       |          |                       |       |            |         |
| Soudbash, Stewart                             |                            | Address on File                     |                       |          |                       |       |            |         |
| Souffront, James                              |                            | Address on File                     |                       |          |                       |       |            |         |
| Soumia Benhammou                              |                            | Address on File                     |                       |          |                       |       |            |         |
| Soumphonphack, Cassidy                        |                            | Address on File                     |                       |          |                       |       |            |         |
| Sounantha, Talia                              |                            | Address on File                     |                       |          |                       |       |            |         |
| Souper Products LLC                           |                            | 113 N San Vicente Blvd Suite<br>270 |                       |          | Beverly Hills         | CA    | 90211      |         |
| South Carolina Attorney General               | Attn Bankruptcy Department | P.O. Box 11549                      |                       |          | Columbia              | SC    | 29211      |         |
| South Carolina Dept. of Revenue               |                            | 300A Outlet Pointe Blvd.            |                       |          | Columbia              | SC    | 29210      |         |
| South Carolina State Treasurers<br>Office     | Unclaimed Property Program | 1200 Senate Street Ste 214          | Wade Hampton Building |          | Columbia              | SC    | 29201      |         |
| South Dakota Attorney General                 | Attn Bankruptcy Department | 1302 East Highway 14                | Suite 1               |          | Pierre                | SD    | 57501-8501 |         |
| South Dakota Department of<br>Revenue         |                            | Anderson Building Mail Code<br>5055 | 455 E Capitol Avenue  |          | Pierre                | SD    | 57501      |         |
| South Dakota Office of the State<br>Treasurer | SD State Treasurer - UCP   | 124 E Dakota Ave                    |                       |          | Pierre                | SD    | 57501      |         |
| South Huntington Water District               |                            | PO Box 71458                        |                       |          | PHILADELPHIA          | PA    | 19176-9903 |         |
| South Huntington Water District               |                            | 75 Fifth Avenue South               |                       |          | Huntington<br>Station | NY    | 11746      |         |
| South Street Designs LLC                      | Bluevine Capital Inc       | PO Box 781580                       |                       |          | Philadelphia          | PA    | 19178-1580 |         |
| South Street Designs LLC                      |                            | 150 Bay Street PH 10                |                       |          | Jersey City           | NJ    | 07302      |         |
| South, Julia                                  |                            | Address on File                     |                       |          |                       |       |            |         |
| Southcenter Owner LLC                         | c/o URW WEA LLC            | 2049 Century Park East              | Floor 41              |          | Los Angeles           | CA    | 90067      |         |
| Southcenter Owner LLC                         | c/o URW WEA LLC            | 2049 Century Park East,             | 41st Floor            |          | Los Angeles           | CA    | 90067      |         |
| Southerland, Daniel                           |                            | Address on File                     |                       |          |                       |       |            |         |
| Southern California Edison                    |                            | P.O. Box 600                        |                       |          | Rosemead              | CA    | 91771-0001 |         |
| Southern California Edison<br>Company         |                            | 2244 Walnut Grove Ave.              |                       |          | Rosemead              | CA    | 91770      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName  | CreditorNoticeName                        | Address1                        | Address2                  | Address3 | City             | State | Zip        | Country |
|---|---|---------------------------------|---------------------------|----------|------------------|-------|------------|---------|
| Southern California Gas (The Gas Co.)                       |   | PO Box C                        |                           |          | Monterey Park    | CA    | 91756      |         |
| Southern California Gas (The Gas Co.)                       |   | 555 West 5th St                 |                           |          | Los Angeles      | CA    | 90013      |         |
| Southern Lighthouse   |   | 3227 Duchess Trail              |                           |          | DALLAS           | TX    | 75229      |         |
| Southlake Water Utilities                                   |   | 1400 Main St STE 200            |                           |          | Southlake        | TX    | 76092      |         |
| SouthPark Mall Limited Partnership                          |   | P.O. Box 409276                 |                           |          | Atlanta          | GA    | 30384-9276 |         |
| SouthPark Mall Limited Partnership c/o Simon Property Group | Attn General Counsel                      | 225 W. Washington Street        |                           |          | Indianapolis     | IN    | 46204      |         |
| SouthPark Mall Limited Partnership c/o Simon Property Group | Attn Senior Vice-President of Development | 225 W. Washington Street        |                           |          | Indianapolis     | IN    | 46204      |         |
| Southwest Gas   |   | PO Box 24531                    |                           |          | Oakland          | CA    | 94623-1531 |         |
| Southwest Gas Corporation                                   |   | 8360 S Durango Dr               |                           |          | Las Vegas        | NV    | 89113      |         |
| Southworth, Adam  |   | Address on File                 |                           |          |                  |       |            |         |
| Sovos Compliance, LLC                                       |   | PO Box 347977                   |                           |          | Pittsburgh       | PA    | 15251      |         |
| Spaces By Emily LLC   |   | 14035 Tahiti Way #334           |                           |          | Marina del Rey   | CA    | 90292      |         |
| Spangler, Ryan M.   |   | Address on File                 |                           |          |                  |       |            |         |
| Spann, Dylan  |   | Address on File                 |                           |          |                  |       |            |         |
| Sparks, Elizabeth   |   | Address on File                 |                           |          |                  |       |            |         |
| Sparks, Kayla   |   | Address on File                 |                           |          |                  |       |            |         |
| Sparwasser, Daniel N.                                       |   | Address on File                 |                           |          |                  |       |            |         |
| Spates, LaKeisha  |   | Address on File                 |                           |          |                  |       |            |         |
| SPC Chapel Hill, Ltd.                                       | Condon Thornton Sladek Harrell LLP        | Steven. M. Thornton             | 8080 Park Lane, Suite 700 |          | Dallas           | TX    | 75231      |         |
| SPC Chapel Hill, Ltd.                                       | Mr. M. Adam Richey                        | 5950 Berkshire Lane, Suite 1600 |                           |          | Dallas           | TX    | 75225      |         |
| SPC Chapel Hill, Ltd.                                       |   | 5950 Berkshire Lane, Suite 875  |                           |          | Dallas           | TX    | 75225      |         |
| Spears III, Earl  |   | Address on File                 |                           |          |                  |       |            |         |
| Special, Nicholas V.  |   | Address on File                 |                           |          |                  |       |            |         |
| Specialized Elevator Corporation                            |   | 14320 Iseli Road                |                           |          | Santa Fe Springs | CA    | 90670      |         |
| Specialized Security Services, Inc.                         |   | 4975 Preston Park Blvd.         | Suite 510 West Building   |          | Plano            | TX    | 75093      |         |
| Spectrum Diversified Designs LLC                            |   | P.O. Box 515625                 |                           |          | Los Angeles      | CA    | 90051-4531 |         |
| Spectrum Diversified Designs, LLC                           |   | DEPT LA 24702                   |                           |          | Pasadena         | CA    | 91185-4702 |         |
| Spectrum Diversified Designs, LLC                           |   | 675 Mondile Parkway             |                           |          | Streetsborro     | OH    | 44241      |         |
| SPECTRUM DIVERSIFIED DESIGNS, LLC.                          |   | 7005 Cochran Rd                 |                           |          | Glenwillow       | OH    | 44139      |         |
| Spectrum Retirement Communities                             |   | P.O. Box 371710                 |                           |          | Denver           | CO    | 80237      |         |
| Speece, Kailey J.   |   | Address on File                 |                           |          |                  |       |            |         |
| Spell, Antonio  |   | Address on File                 |                           |          |                  |       |            |         |
| Spencer, Daun   |   | Address on File                 |                           |          |                  |       |            |         |
| Spencer, Leigh E.   |   | Address on File                 |                           |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                        | CreditorNoticeName               | Address1                      | Address2                 | Address3 | City            | State | Zip        | Country |
|-------------------------------------|----------------------------------|-------------------------------|--------------------------|----------|-----------------|-------|------------|---------|
| Spencer, Molly                      |                                  | Address on File               |                          |          |                 |       |            |         |
| Sperandio, Shari L.                 |                                  | Address on File               |                          |          |                 |       |            |         |
| Sperber, Lily                       |                                  | Address on File               |                          |          |                 |       |            |         |
| Sperry, Rossana D.                  |                                  | Address on File               |                          |          |                 |       |            |         |
| SPG Center, LLC                     |                                  | 225 W. Washington Street      | Stanford Shopping Center |          | Indianapolis    | IN    | 46204      |         |
| SPG Center, LLC                     |                                  | 225 W Washington Street       |                          |          | Indianapolis    | IN    | 46204      |         |
| Spiars, Austen                      |                                  | Address on File               |                          |          |                 |       |            |         |
| Spicer, Wendy                       |                                  | Address on File               |                          |          |                 |       |            |         |
| Spieß, Elizabeth A.                 |                                  | Address on File               |                          |          |                 |       |            |         |
| Spiffed Spaces, LLC                 |                                  | 3988 Millbrook Drive          |                          |          | Santa Rosa      | CA    | 95404      |         |
| Spinnaker Services LLC              |                                  | 4770 Baseline Road            |                          |          | Boulder         | CO    | 80303      |         |
| Spire LLC                           |                                  | 1512 Viola Way                |                          |          | Charlottesville | VA    | 22902      |         |
| Spire/St Louis                      |                                  | Drawer 2                      |                          |          | St Louis        | MO    | 63171      |         |
| Spire/St Louis                      |                                  | 700 Market Street             |                          |          | St. Louis       | MO    | 63101      |         |
| Spires, Lauren                      |                                  | Address on File               |                          |          |                 |       |            |         |
| Spitzer, Kimberly L.                |                                  | Address on File               |                          |          |                 |       |            |         |
| Spivey, Elsie J.                    |                                  | Address on File               |                          |          |                 |       |            |         |
| Splunk, Inc.                        |                                  | 250 Brannan St                | 2nd Floor                |          | San Francisco   | CA    | 94107      |         |
| Sportpet Designs, LLC               |                                  | 1501 Paramount Drive, Suite 7 |                          |          | Waukesha        | WI    | 53186      |         |
| SPOTT                               |                                  | Groeneweg 17                  | 9320 Erembodegem         |          | Aalst           |       |            | Belguim |
| Sprague III, Robert C.              |                                  | Address on File               |                          |          |                 |       |            |         |
| Spratley, Donald T.                 |                                  | Address on File               |                          |          |                 |       |            |         |
| Sprayco                             |                                  | 35601 Veronica Street         |                          |          | Livonia         | MI    | 48150      |         |
| Spriggs, Nicholas                   |                                  | Address on File               |                          |          |                 |       |            |         |
| Spriggs, Parthinya                  |                                  | Address on File               |                          |          |                 |       |            |         |
| Springer, Lindsay                   |                                  | Address on File               |                          |          |                 |       |            |         |
| Springer, Tanya L.                  |                                  | Address on File               |                          |          |                 |       |            |         |
| Springfield Plaza LLC               |                                  | 8405 Greenboro Dr, Suite #800 |                          |          | McLean          | VA    | 22102      |         |
| SPRINGFIELD PLAZA, LLC              | c/o Rappaport Management Company | 8405 Greensboro Dr, 8th Floor |                          |          | McLean          | VA    | 22102-5121 |         |
| Springfield, Kennedy                |                                  | Address on File               |                          |          |                 |       |            |         |
| Spring-Fill Industries, Inc         |                                  | 2855 Shermerd                 |                          |          | Northbrook      | IL    | 60062      |         |
| Sprouse, Abigail K.                 |                                  | Address on File               |                          |          |                 |       |            |         |
| Sprout Social, Inc.                 |                                  | 131 S. Dearborn Street        | Suite 700                |          | Chicago         | IL    | 60603      |         |
| Spurling, Chase                     |                                  | Address on File               |                          |          |                 |       |            |         |
| Square                              | Cara Herlihy                     | 1455 Market Street, Suite 600 |                          |          | San Francisco   | CA    | 94103      |         |
| Srenn LLC DBA Neat Method Baltimore |                                  | 2037 Watervale Rd             |                          |          | Fallston        | MD    | 21047      |         |
| SRMF Town Square Owner LLC          | George Manojlovic                | c/o Fairborne Properties, LLC | 1 East Wacker Dr         |          | Chicago         | IL    | 60601      |         |
| SRMF Town Square Owner LLC          |                                  | 1 East Wacker Drive           | Suite 2900               |          | Chicago         | IL    | 60601      |         |
| SRMF Town Square Owner LLC          |                                  | P.O. Box 748550               |                          |          | Los Angeles     | CA    | 90074-8550 |         |
| Srodon, Emily                       |                                  | Address on File               |                          |          |                 |       |            |         |
| SRP - Salt River Project            |                                  | PO Box 2951                   |                          |          | PHOENIX         | AZ    | 85062-2951 |         |
| SRP - Salt River Project            |                                  | 1500 N. Mill Ave              |                          |          | Tempe           | AZ    | 85281      |         |
| St. Charles Parish School Board     |                                  | 13855 River Road              |                          |          | Luling          | LA    | 70070      |         |
| St. Firmin, Mona-Lissa              |                                  | Address on File               |                          |          |                 |       |            |         |
| St. Helena Parish Sheriffs Office   |                                  | 19 North 1st Street           |                          |          | Greensburg      | LA    | 70441      |         |
| St. James Parish School Board       |                                  | P.O. Box 368                  |                          |          | Lutcher         | LA    | 70071      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                   | CreditorNoticeName                      | Address1                                    | Address2                   | Address3 | City          | State | Zip        | Country |
|--|---|---|----------------------------|----------|---------------|-------|------------|---------|
| St. John the Baptist Parish                    |   | P.O. Box 2066                               |                            |          | LaPLace       | LA    | 70069-2066 |         |
| St. John, Ana M.                               |   | Address on File                             |                            |          |               |       |            |         |
| St. Landry Parish School Board                 |   | PO Box 1210                                 |                            |          | Opelousas     | LA    | 70571-1210 |         |
| St. Louis County Department of Revenue         |   | 41 South Central Avenue                     |                            |          | St. Louis     | MO    | 63105      |         |
| St. Martin Parish School Board                 |   | P.O. Box 1000                               |                            |          | Breaux Bridge | LA    | 70517      |         |
| St. Onge Company                               |   | 1400 Williams Road                          |                            |          | York          | PA    | 17402      |         |
| Stable Oak, LLC                                |   | 4 Barnstable Court                          |                            |          | Morristown    | NJ    | 07960      |         |
| Stacy Walker                                   |   | Address on File                             |                            |          |               |       |            |         |
| Stadler, Alesysia N.                           |   | Address on File                             |                            |          |               |       |            |         |
| Staffmark Investment LLC                       |   | 201 East 4th Street Suite 800               |                            |          | Cincinnati    | OH    | 45202      |         |
| Staley, Caitlyn                                |   | Address on File                             |                            |          |               |       |            |         |
| Stalter, Jill                                  |   | Address on File                             |                            |          |               |       |            |         |
| Standard & Poors                               |   | 55 Water Street, 46th Floor                 |                            |          | New York      | NY    | 10041      |         |
| Standish, Mary A.                              |   | Address on File                             |                            |          |               |       |            |         |
| Standley, Normandie                            |   | Address on File                             |                            |          |               |       |            |         |
| Stanfield, Bernice R.                          |   | Address on File                             |                            |          |               |       |            |         |
| Stange, Tyler M.                               |   | Address on File                             |                            |          |               |       |            |         |
| Stanley, Mercedes L.                           |   | Address on File                             |                            |          |               |       |            |         |
| Stanley, Todd M.                               |   | Address on File                             |                            |          |               |       |            |         |
| Stanley, Troy J.                               |   | Address on File                             |                            |          |               |       |            |         |
| Stannard, Alyssa                               |   | Address on File                             |                            |          |               |       |            |         |
| Stansbury Jr., Anthony M.                      |   | Address on File                             |                            |          |               |       |            |         |
| Stanton, Carrie D.                             |   | Address on File                             |                            |          |               |       |            |         |
| Stanton, Suzanne N.                            |   | Address on File                             |                            |          |               |       |            |         |
| Stanton, Zachary N.                            |   | Address on File                             |                            |          |               |       |            |         |
| Stapleton, Joel                                |   | Address on File                             |                            |          |               |       |            |         |
| Starks, Chyann                                 |   | Address on File                             |                            |          |               |       |            |         |
| STASHER INC.                                   |   | 1310 63rd                                   |                            |          | Emeryville    | CA    | 94608      |         |
| Stasher Inc.                                   |   | 1465 Park Ave                               |                            |          | Emeryville    | CA    | 94608      |         |
| STASHER INC.                                   |   | 1310 63rd Street                            |                            |          | Emeryville    | CA    | 94608      |         |
| Stasil, Shayna                                 |   | Address on File                             |                            |          |               |       |            |         |
| STATE OF ALABAMA UNCLAIMED PROPERTY DIVISION   |   | P. O. Box 302520                            |                            |          | Montgomery    | AL    | 36130      |         |
| State of California                            |   | California State Controller                 | P.O. Box 942850            |          | Sacramento    | CA    | 94250      |         |
| State of Hawaii                                | Unclaimed Property Program              | PO Box 150                                  |                            |          | Honolulu      | HI    | 96810      |         |
| State of Louisiana Unclaimed Property Division | Unclaimed Property Division             | State Capitol Building Annex                | 1051 N 3rd Street Room 150 |          | Baton Rouge   | LA    | 70802      |         |
| State of Nevada                                | Department of Taxation                  | 3850 Arrowhead Drive                        |                            |          | Carson City   | NV    | 89709      |         |
| State of Nevada                                | Nevada Unclaimed Property               | 555 E. Washington Ave. Suite 4200           |                            |          | Las Vegas     | NV    | 89101      |         |
| State of New Jersey                            | Department of Labor                     | P.O. Box 929                                |                            |          | Trenton       | NJ    | 08625-0929 |         |
| State of New Jersey                            | Department of Labor Special Assessments | P.O. Box 595                                |                            |          | Newark        | NJ    | 07101-0595 |         |
| State of New Jersey                            | Department of the Treasury              | Unclaimed Property Division<br>P.O. Box 214 |                            |          | Trenton       | NJ    | 08695-0214 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName   | CreditorNoticeName                | Address1                    | Address2                   | Address3 | City          | State | Zip        | Country |
|--|-----------------------------------|-----------------------------|----------------------------|----------|---------------|-------|------------|---------|
| State of New Jersey                                  | Unclaimed Property Administration | PO Box 214                  |                            |          | Trenton       | NJ    | 08625-0214 |         |
| State of New Jersey                                  |                                   | DCA BFCE - DORES            | PO Box 663                 |          | Trenton       | NJ    | 08646      |         |
| State of New Jersey                                  |                                   | P.O. Box 595                |                            |          | Newark        | NJ    | 07101-0595 |         |
| State of Ohio Industrial Compliance Division         | Division of Industrial Compliance | PO BOX 71596301             |                            |          | Cincinnati    | OH    | 45271-5963 |         |
| State of Ohio Industrial Compliance Division         |                                   | 6606 Tussing Road           |                            |          | Reynoldsburg  | OH    | 43068      |         |
| State of Rhode Island                                | Department of Revenue             | One Capital Hill            |                            |          | Providence    | RI    | 02908-5802 |         |
| State of Rhode Island                                |                                   | One Capital Hill            |                            |          | Providence    | RI    | 02908-5802 |         |
| State of Washington Department of Labor & Industries |                                   | 7273 Linderson Way SW       |                            |          | Tumwater      | WA    | 98501-5414 |         |
| State Treasurer of SC Unclaimed Property             |                                   | 1200 Senate St              | Suite 214                  |          | Columbia      | SC    | 29201      |         |
| Staten Island FS Anchor Parcel LLC                   | General Manager                   | c/o Staten Island Mall      | 2655 Richmond Ave          |          | Staten Island | NY    | 10314      |         |
| Staten Island FS Anchor Parcel LLC                   | Law/Lease Administration          | c/o Brookfield Properties   | 350 N. Orleans St, Ste 300 |          | Chicago       | IL    | 60654-1607 |         |
| Staten Island FS Anchor Parcel LLC                   |                                   | 350 N Orleans St, Suite 300 |                            |          | Chicago       | IL    | 60654-1607 |         |
| States, James  |                                   | Address on File             |                            |          |               |       |            |         |
| Statler-Harris, Barbara A.                           |                                   | Address on File             |                            |          |               |       |            |         |
| Staudt, Cody T.                                      |                                   | Address on File             |                            |          |               |       |            |         |
| Stavrou, Leslie                                      |                                   | Address on File             |                            |          |               |       |            |         |
| Stay Golden Organizing, LLC                          |                                   | 11630 S. 102nd E. Ave.      |                            |          | Bixby         | OK    | 74008      |         |
| Stead, Joe K.  |                                   | Address on File             |                            |          |               |       |            |         |
| Stealth Partner Group                                |                                   | 18940 N Pima Rd.            | Ste 210                    |          | Scottsdale    | AZ    | 85255      |         |
| Stebbins, Catherine N.                               |                                   | Address on File             |                            |          |               |       |            |         |
| Stecher, Megan M.                                    |                                   | Address on File             |                            |          |               |       |            |         |
| Steed, Marsha H.                                     |                                   | Address on File             |                            |          |               |       |            |         |
| Steed-Pooser, Asia                                   |                                   | Address on File             |                            |          |               |       |            |         |
| Steel Technology, LLC dba Hydro Flask                |                                   | 561 NW York Dr.             |                            |          | Bend          | OR    | 97703      |         |
| STEELE CANVAS BASKET CORP.                           |                                   | 42R Industrial Way          |                            |          | Wilmington    | MA    | 01887      |         |
| Steele Canvas Basket Corporation                     |                                   | 201 Williams Street         |                            |          | Chelsea       | MA    | 02150      |         |
| Steele, Donald R.                                    |                                   | Address on File             |                            |          |               |       |            |         |
| Steffen, Janet K.                                    |                                   | Address on File             |                            |          |               |       |            |         |
| Steffen, Laura                                       |                                   | Address on File             |                            |          |               |       |            |         |
| Steffen, Natalie E.                                  |                                   | Address on File             |                            |          |               |       |            |         |
| Stein, Erika L.                                      |                                   | Address on File             |                            |          |               |       |            |         |
| Steinbach, Joseph H.                                 |                                   | Address on File             |                            |          |               |       |            |         |
| Steinborn, Cooper E.                                 |                                   | Address on File             |                            |          |               |       |            |         |
| Stenner, Chelsea                                     |                                   | Address on File             |                            |          |               |       |            |         |
| Stenovitch, Brayton                                  |                                   | Address on File             |                            |          |               |       |            |         |
| Steph+Jana LLC                                       |                                   | 632 Newlyn Drive            |                            |          | Raleigh       | NC    | 27606      |         |
| Stephanie Bauerle                                    |                                   | Address on File             |                            |          |               |       |            |         |
| Stephanie Covington                                  |                                   | Address on File             |                            |          |               |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName              | Address1                     | Address2                      | Address3 | City         | State | Zip        | Country     |
|---|---------------------------------|------------------------------|-------------------------------|----------|--------------|-------|------------|-------------|
| Stephanie E. Craig dba Functional Decor LLC |                                 | Address on File              |                               |          |              |       |            |             |
| Stephanie Lynell Hampton                    |                                 | Address on File              |                               |          |              |       |            |             |
| STEPHANIE LYNN BEHASA                       |                                 | Address on File              |                               |          |              |       |            |             |
| Stephanie Pace                              |                                 | Address on File              |                               |          |              |       |            |             |
| Stephanie Pasley, LLC                       |                                 | Address on File              |                               |          |              |       |            |             |
| STEPHANIE SEILER                            |                                 | Address on File              |                               |          |              |       |            |             |
| Stephanie Treantos                          |                                 | Address on File              |                               |          |              |       |            |             |
| Stephany, Michelle S.                       |                                 | Address on File              |                               |          |              |       |            |             |
| Stephens, Angela R.                         |                                 | Address on File              |                               |          |              |       |            |             |
| Stephens, Kristi                            | Schott Mauss & Associates, PLLC | Milligan, Matt               | 6611 University Ave., Ste 200 |          | Des Moines   | IA    | 50324-1655 |             |
| Stephens, Kristina M.                       |                                 | Address on File              |                               |          |              |       |            |             |
| Stephenson, Lialanda L.                     |                                 | Address on File              |                               |          |              |       |            |             |
| Stephenson, Mackenzie                       |                                 | Address on File              |                               |          |              |       |            |             |
| Stericycle, Inc.                            |                                 | 2355 Waukegan Road           |                               |          | Bannockburn  | IL    | 60015      |             |
| Sterilite Corporation                       |                                 | PO Box 74573                 |                               |          | Chicago      | IL    | 60693      |             |
| STERILITE CORPORATION                       |                                 | 30 Scales Ln.                | PO Box 524                    |          | Townsend     | MA    | 01469-0524 |             |
| STEVE BUDD ENTERPRISES CO                   |                                 | 870 E Research Drive         | Suite 7                       |          | Palm Springs | CA    | 92262      |             |
| STEVE CATECHI                               |                                 | Address on File              |                               |          |              |       |            |             |
| STEVEN CRAIG SMITH                          |                                 | Address on File              |                               |          |              |       |            |             |
| STEVEN LEADINGHAM                           |                                 | Address on File              |                               |          |              |       |            |             |
| Steven, Aron D.                             |                                 | Address on File              |                               |          |              |       |            |             |
| Stevens, Carla R.                           |                                 | Address on File              |                               |          |              |       |            |             |
| Stevens, Taryn                              |                                 | Address on File              |                               |          |              |       |            |             |
| Stevenson, Nicholas W.                      |                                 | Address on File              |                               |          |              |       |            |             |
| Stevenson, Paula N.                         |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart Law Group PLLC                      |                                 | 1722 Routh Street, Suite 745 |                               |          | Dallas       | TX    | 75201      |             |
| Stewart, Amarie                             |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart, Carissa D.                         |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart, Lashonne                           |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart, Nikita                             |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart, Torie M.                           |                                 | Address on File              |                               |          |              |       |            |             |
| Stewart, Tracy                              |                                 | Address on File              |                               |          |              |       |            |             |
| STEW INTERNATIONAL AG                       |                                 | Entlebucherstrasse 38        | Wolhusen                      |          | Lucerne      |       | 6110       | Switzerland |
| Stieferman, Cole F.                         |                                 | Address on File              |                               |          |              |       |            |             |
| Stiles Machinery, Inc                       |                                 | P.O. Box 23218               |                               |          | New York     | NY    | 10087-3218 |             |
| Stiltner, Heidi H.                          |                                 | Address on File              |                               |          |              |       |            |             |
| Stilwell, Emily                             |                                 | Address on File              |                               |          |              |       |            |             |
| Stilwell, Rachel                            |                                 | Address on File              |                               |          |              |       |            |             |
| Stiwalt, Courtney                           |                                 | Address on File              |                               |          |              |       |            |             |
| Stix, Mary E.                               |                                 | Address on File              |                               |          |              |       |            |             |
| Stjean, Jesse                               |                                 | Address on File              |                               |          |              |       |            |             |
| Stock, Lauren                               |                                 | Address on File              |                               |          |              |       |            |             |
| Stocks, Liane G.                            |                                 | Address on File              |                               |          |              |       |            |             |
| Stojinski, Jessica N.                       |                                 | Address on File              |                               |          |              |       |            |             |
| Stojo Products, Inc                         |                                 | 41 Flatbush Ave, STE 1       |                               |          | Brooklyn     | NY    | 11217      |             |
| STOJO PRODUCTS, INC.                        |                                 | 67 West Street               | 4th Floor                     |          | Brooklyn     | NY    | 11222      |             |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                          | CreditorNoticeName          | Address1                               | Address2                       | Address3 | City          | State | Zip        | Country |
|---------------------------------------|-----------------------------|--|--------------------------------|----------|---------------|-------|------------|---------|
| Stokes, Jessica                       |                             | Address on File                        |                                |          |               |       |            |         |
| Stokes, Renee M.                      |                             | Address on File                        |                                |          |               |       |            |         |
| Stoll, Linda M.                       |                             | Address on File                        |                                |          |               |       |            |         |
| Stoll, Rebecca G.                     |                             | Address on File                        |                                |          |               |       |            |         |
| Stone, Jason                          |                             | Address on File                        |                                |          |               |       |            |         |
| Stone, Michelle E.                    |                             | Address on File                        |                                |          |               |       |            |         |
| Stone, Sonia M.                       |                             | Address on File                        |                                |          |               |       |            |         |
| Stonebarger, Iris                     |                             | Address on File                        |                                |          |               |       |            |         |
| STONEMEN CRAFTS INDIA PRIVATE LIMITED |                             | A 24-25, EPIP, UPSIDC Industrial Area, | Shastripuram, Sikandra         | Agra     | Uttar Pradesh |       | 282007     | India   |
| Stoner, Paul D.                       |                             | Address on File                        |                                |          |               |       |            |         |
| Stopier, Julie                        | Law Offices of Scott Blumen | Scott Blumen                           | 2878 Camino Del Ro St Ste. 140 |          | San Diego     | CA    | 92108      |         |
| Stopier, Julie A.                     |                             | Address on File                        |                                |          |               |       |            |         |
| STORE YOUR BOARD                      |                             | 24 Conestoga Way                       |                                |          | Troy          | VA    | 22974      |         |
| STOREBOUNDED LLC                      |                             | 50 Broad Street                        | 12th Floor                     |          | New York      | NY    | 10004      |         |
| Stored Value Solutions                |                             | 3802 Reliable Parkway                  |                                |          | Chicago       | IL    | 60686-0038 |         |
| Storemaxx Inc                         |                             | 20 Banta Place                         | Suite 116                      |          | Hackensack    | NJ    | 07601      |         |
| Storie, Lauren R.                     |                             | Address on File                        |                                |          |               |       |            |         |
| Storms, Kevin J.                      |                             | Address on File                        |                                |          |               |       |            |         |
| Story, William                        |                             | Address on File                        |                                |          |               |       |            |         |
| Stothers, Nancy A.                    |                             | Address on File                        |                                |          |               |       |            |         |
| Stovall, Katie                        |                             | Address on File                        |                                |          |               |       |            |         |
| Stovall, Shamari A.                   |                             | Address on File                        |                                |          |               |       |            |         |
| Stover, Ebony K.                      |                             | Address on File                        |                                |          |               |       |            |         |
| Stowe, McKayla                        |                             | Address on File                        |                                |          |               |       |            |         |
| Strachan, Cynthia                     |                             | Address on File                        |                                |          |               |       |            |         |
| Strand, John H.                       |                             | Address on File                        |                                |          |               |       |            |         |
| Strategic Grounds Management, LLC     |                             | PO Box 821                             |                                |          | Mansfield     | MA    | 02048      |         |
| Straughter, Desiree I.                |                             | Address on File                        |                                |          |               |       |            |         |
| Strauss, Erica N.                     |                             | Address on File                        |                                |          |               |       |            |         |
| Strauss, Janet                        |                             | Address on File                        |                                |          |               |       |            |         |
| Strawderman, Autumn                   |                             | Address on File                        |                                |          |               |       |            |         |
| Streamline Importing, Inc.            |                             | 229 Route 303 North                    | Suite 107                      |          | Congers       | NY    | 10920      |         |
| Streamline Packaging Solutions        |                             | 15124 Grand River Road, Suite 120      |                                |          | Fort Worth    | TX    | 76155      |         |
| Streater, Marianna                    |                             | Address on File                        |                                |          |               |       |            |         |
| Streetman, Erin B.                    |                             | Address on File                        |                                |          |               |       |            |         |
| Streich, Melanie A.                   |                             | Address on File                        |                                |          |               |       |            |         |
| Streitenberger, Heather               |                             | Address on File                        |                                |          |               |       |            |         |
| Stremel, Julia                        |                             | Address on File                        |                                |          |               |       |            |         |
| Stricklin, Kaliyah Z.                 |                             | Address on File                        |                                |          |               |       |            |         |
| Strong, Erin G.                       |                             | Address on File                        |                                |          |               |       |            |         |
| Strople, Annette A.                   |                             | Address on File                        |                                |          |               |       |            |         |
| Strothers, Linda                      |                             | Address on File                        |                                |          |               |       |            |         |
| Stroud, Bradley L.                    |                             | Address on File                        |                                |          |               |       |            |         |
| Stroud, Tyderick                      |                             | Address on File                        |                                |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                       | CreditorNoticeName           | Address1                      | Address2         | Address3                | City             | State | Zip        | Country        |
|------------------------------------|------------------------------|-------------------------------|------------------|-------------------------|------------------|-------|------------|----------------|
| Strougal, Angela T.                |                              | Address on File               |                  |                         |                  |       |            |                |
| Strucker, JoAnne                   | Christopher J Young Mediator | PA Human Relations Commission | Central Office   | 333 Market St 8th Floor | Harrisburg       | PA    | 17101-2210 |                |
| Strzyz, Jana                       |                              | Address on File               |                  |                         |                  |       |            |                |
| STUART REIN                        |                              | Address on File               |                  |                         |                  |       |            |                |
| Stubblefield, Beth M.              |                              | Address on File               |                  |                         |                  |       |            |                |
| Stuckey, Tanesha                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Studio Banana Inc                  | TABS Attn Studio Banana Inc  | 228 E45th St, Suite 9E        |                  |                         | New York         | NY    | 10017      |                |
| STUDIO IMAGE INC/CHALK INK MARKERS |                              | PO Box 40399                  |                  |                         | Austin           | TX    | 78704      |                |
| Studio Image, Inc. / Chalk Ink     |                              | P.O. Box 40399                |                  |                         | Austin           | TX    | 78704      |                |
| Stukenborg, August J.              |                              | Address on File               |                  |                         |                  |       |            |                |
| Sturdevant, Jody                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Sturgis, Karen J.                  |                              | Address on File               |                  |                         |                  |       |            |                |
| Stylescape, Inc.                   |                              | 16 E 34th Street,18th Floor   |                  |                         | New York         | NY    | 10016      |                |
| Su, Bertram                        |                              | Address on File               |                  |                         |                  |       |            |                |
| Suarez Ramos, Maria F.             |                              | Address on File               |                  |                         |                  |       |            |                |
| Suarez, Alexander                  |                              | Address on File               |                  |                         |                  |       |            |                |
| SUCK UK                            |                              | Camden Park Studios           | Camden Park Road |                         | LONDON           |       | NW1 9AY    | United Kingdom |
| Suck UK, Ltd.                      |                              | 31 Regent Studios             | 8 Andrews Road   |                         | London           |       | E84QN      | United Kingdom |
| Sudbrack, Jordan                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Suder, Rhonda K.                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Sue Albertson                      |                              | Address on File               |                  |                         |                  |       |            |                |
| Suero Marcelino, Omar E.           |                              | Address on File               |                  |                         |                  |       |            |                |
| Suero, Danny                       |                              | Address on File               |                  |                         |                  |       |            |                |
| Sufcak, Katherine J.               |                              | Address on File               |                  |                         |                  |       |            |                |
| Suga, Nicklas M.                   |                              | Address on File               |                  |                         |                  |       |            |                |
| SUGAR PAPER, LLC                   |                              | 11640 San Vicente Blvd        |                  |                         | Los Angeles      | CA    | 90049      |                |
| Sugar Paper, LLC                   |                              | 2032 Stoner Avenue            | Unit B           |                         | Los Angeles      | CA    | 90025      |                |
| Sugar, Nicholas                    |                              | Address on File               |                  |                         |                  |       |            |                |
| SUGATAN, BRYAN                     |                              | Address on File               |                  |                         |                  |       |            |                |
| Suit, Patsy A.                     |                              | Address on File               |                  |                         |                  |       |            |                |
| Sukay, Aaron J.                    |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan Paper Company, Inc.       |                              | 42 Progress Avenue            |                  |                         | West Springfield | MA    | 01089      |                |
| Sullivan, Catherine Q.             |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Christopher S.           |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Kenedra                  |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Laurel                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Lori N.                  |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Lucas S.                 |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Maura                    |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Michael                  |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Nicholas                 |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Pamela H.                |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Rachel                   |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Robert W.                |                              | Address on File               |                  |                         |                  |       |            |                |
| Sullivan, Teresa C.                |                              | Address on File               |                  |                         |                  |       |            |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                 | CreditorNoticeName | Address1                       | Address2                  | Address3 | City                  | State | Zip        | Country     |
|--|--------------------|--------------------------------|---------------------------|----------|-----------------------|-------|------------|-------------|
| Sumaiya Shariq                               |                    | Address on File                |                           |          |                       |       |            |             |
| Summa - Rossi, Amanda N.                     |                    | Address on File                |                           |          |                       |       |            |             |
| Summaiyya Lee                                |                    | Address on File                |                           |          |                       |       |            |             |
| Summerlin, Suzanna                           |                    | Address on File                |                           |          |                       |       |            |             |
| Summers, Ember                               |                    | Address on File                |                           |          |                       |       |            |             |
| Summit Advisory Team LLC                     |                    | 9615 E County Line Rd #311     |                           |          | Englewood             | CO    | 80112      |             |
| Summit Fire Protection Co                    |                    | 2114 E Cedar Street            |                           |          | Tempe                 | AZ    | 85281      |             |
| Summit Funding Group, Inc.                   |                    | 4680 Parkway Drive             | Ste 300                   |          | Mason                 | OH    | 45040      |             |
| Summit Utilities Arkansas Inc                |                    | 10825 W. Geddes Ave, Suite 410 |                           |          | Centennial            | CO    | 80112      |             |
| Summit Utilities Arkansas Inc                |                    | PO Box 676344                  |                           |          | Dallas                | TX    | 75267-6344 |             |
| Summitt, Maria J.                            |                    | Address on File                |                           |          |                       |       |            |             |
| Sumpter, Scott B.                            |                    | Address on File                |                           |          |                       |       |            |             |
| Sunbelt Rentals, Inc.                        |                    | 1799 Innovation Point          |                           |          | Fort Mill             | SC    | 29715      |             |
| Sundaraman, Bhamini                          |                    | Address on File                |                           |          |                       |       |            |             |
| Sunder, Pam K.                               |                    | Address on File                |                           |          |                       |       |            |             |
| Sunderhuse, Erin W.                          |                    | Address on File                |                           |          |                       |       |            |             |
| Sundree Inc                                  |                    | 3600 Green Vista Drive         |                           |          | Encino                | CA    | 91436      |             |
| Sundstrom, Sarah E.                          |                    | Address on File                |                           |          |                       |       |            |             |
| Sunkara, Madhavi L.                          |                    | Address on File                |                           |          |                       |       |            |             |
| SUNNYLIFE                                    |                    | 470 S San Vicente Blvd         | LEVEL 1                   |          | Los Angeles           | CA    | 90048      |             |
| Sunshine Land Associates Limited Partnership | Scott Harrison     | c/o The Hayman Company         | 5700 Crooks Rd, 4th Floor |          | Troy                  | MI    | 48098      |             |
| Sunshine Land Associates Limited Partnership |                    | 29100 Northwestern Highway     | Suite 410                 |          | Southfield            | MI    | 48034      |             |
| Sunshine, Tasha                              |                    | Address on File                |                           |          |                       |       |            |             |
| SUNWARE B.V.                                 |                    | Kranenberg 10                  |                           |          | Tilburg Noord-Brabant |       | 5047 TR    | Netherlands |
| SUPER SMALLS                                 |                    | 611 Broadway                   |                           |          | New York              | NY    | 10012      |             |
| Super Smalls                                 |                    | 611 Broadway Suite 309         |                           |          | New York              | NY    | 10012      |             |
| Superclean Service Company                   |                    | PO Box 551802                  |                           |          | Dallas                | TX    | 75355      |             |
| Super-Sparkly Safety Stuff, LLC.             |                    | 7015 Twin Hills Ave #150       |                           |          | Dallas                | TX    | 75231      |             |
| SUPER-SPARKLY SAFETY STUFF, LLC.             |                    | 7015 Twin Hills Ave Ste 150    |                           |          | DALLAS                | TX    | 75231      |             |
| Suraliwalla, Havovie                         |                    | Address on File                |                           |          |                       |       |            |             |
| Surooj, Angel                                |                    | Address on File                |                           |          |                       |       |            |             |
| Surprise, Charleston                         |                    | Address on File                |                           |          |                       |       |            |             |
| SUSAN CAESAR HANDY                           |                    | Address on File                |                           |          |                       |       |            |             |
| Susan Carmody dba Perfectly Placed           |                    | Address on File                |                           |          |                       |       |            |             |
| Susan Moyer                                  |                    | Address on File                |                           |          |                       |       |            |             |
| Susan Stewart dba Perfectly Placed           |                    | Address on File                |                           |          |                       |       |            |             |
| Susan Teggatz                                |                    | Address on File                |                           |          |                       |       |            |             |
| Susie Salinas                                |                    | Address on File                |                           |          |                       |       |            |             |
| Susquehanna Commercial Finance, Inc.         |                    | 2 Country View Road            | Ste 300                   |          | Malvern               | PA    | 19355      |             |
| Sustaita, Jose L.                            |                    | Address on File                |                           |          |                       |       |            |             |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName  | CreditorNoticeName    | Address1                      | Address2                      | Address3 | City            | State | Zip        | Country |
|---|-----------------------|-------------------------------|-------------------------------|----------|-----------------|-------|------------|---------|
| Sutehall, Christine                                       |                       | Address on File               |                               |          |                 |       |            |         |
| Sutherland, Andrew  |                       | Address on File               |                               |          |                 |       |            |         |
| Sutter, Henry H.  |                       | Address on File               |                               |          |                 |       |            |         |
| Sutton, Andrew D.   |                       | Address on File               |                               |          |                 |       |            |         |
| Sutton, Ivy   |                       | Address on File               |                               |          |                 |       |            |         |
| Suzanne Alamillo  |                       | Address on File               |                               |          |                 |       |            |         |
| Suzanne Finley  |                       | Address on File               |                               |          |                 |       |            |         |
| Suzo-Happ Group   |                       | Address on File               |                               |          |                 |       |            |         |
| Suzy Miranda  |                       | Address on File               |                               |          |                 |       |            |         |
| Svendsen, Gunnar  |                       | Address on File               |                               |          |                 |       |            |         |
| Swain, Patrick  |                       | Address on File               |                               |          |                 |       |            |         |
| Swales, April H.  |                       | Address on File               |                               |          |                 |       |            |         |
| Swanepoel, Aidan R.                                       |                       | Address on File               |                               |          |                 |       |            |         |
| Swanson, Beverly L.                                       |                       | Address on File               |                               |          |                 |       |            |         |
| Swanson, Valerie  |                       | Address on File               |                               |          |                 |       |            |         |
| Swapopolis Inc. DBA Engagement Agents                     |                       | 24 Eugene                     |                               |          | Hamilton        | ON    | L8H 2R3    | Canada  |
| Swartzendruber, Nicole L.                                 |                       | Address on File               |                               |          |                 |       |            |         |
| SWEET WEARABLES LLC                                       |                       | 8 Cerf Ln                     |                               |          | Mount Kisco     | NY    | 10549      |         |
| Sweet, Caitlin M.   |                       | Address on File               |                               |          |                 |       |            |         |
| Sweet, Scott D.   |                       | Address on File               |                               |          |                 |       |            |         |
| Sweetland, Phillip R.                                     |                       | Address on File               |                               |          |                 |       |            |         |
| Swenson Murtaza, Lonna M.                                 |                       | Address on File               |                               |          |                 |       |            |         |
| Swerdon, Deborah  |                       | Address on File               |                               |          |                 |       |            |         |
| Swift Transportation Services, LLC                        |                       | P.O. Box 643985               |                               |          | Pittsburgh      | PA    | 15264-3985 |         |
| Swift, Trae O.  |                       | Address on File               |                               |          |                 |       |            |         |
| Swigart Law Group, APC                                    |                       | 2221 Camino Del RioS, Ste 308 |                               |          | San Diego       | CA    | 92108      |         |
| Swindle, James M.   |                       | Address on File               |                               |          |                 |       |            |         |
| Swist, Sandra   |                       | Address on File               |                               |          |                 |       |            |         |
| Switch LLC  |                       | SWITCH - Att Tizoc Campos     | 1717 Ocean Park Blvd, Suite 7 |          | Santa Monica    | CA    | 90405      |         |
| Sy Arden Way, LLC, a California limited liability company | Attn Candice Martinez | c/o SyWest Development LLC    | 150 Pelican Way               |          | San Rafael      | CA    | 94901      |         |
| Syed, Roohullah H.  |                       | Address on File               |                               |          |                 |       |            |         |
| Sykes, Shelly   |                       | Address on File               |                               |          |                 |       |            |         |
| Sylva, Aurelie  |                       | Address on File               |                               |          |                 |       |            |         |
| SYLVIA MARIA PEREZ  |                       | Address on File               |                               |          |                 |       |            |         |
| Symes, Launnee A.   |                       | Address on File               |                               |          |                 |       |            |         |
| Synchrony (private label CC)                              | Arianne Harjo         | 170 Election Drive, Suite 125 |                               |          | Draper          | UT    | 84020      |         |
| Synchrony (private label CC)                              |                       | 950 Forrer Blvd.              |                               |          | Kettering       | OH    | 45420      |         |
| Syndicate 3623 at Lloyds                                  | Danny OSullivan       | Beazley Group                 | 2101 CityWest Blvd            |          | Houston         | TX    | 77042      |         |
| Syantos, Zoe Jean   |                       | Address on File               |                               |          |                 |       |            |         |
| Systems for Sensory Kids, LLC                             |                       | 51 Sassafras Road             |                               |          | North Kingstown | RI    | 02852      |         |
| Syufy Enterprises L.P dba Sy Arden Way LLC                |                       | 150 Pelican Way               |                               |          | San Rafael      | CA    | 94901      |         |
| Szarnowski, Rachell T.                                    |                       | Address on File               |                               |          |                 |       |            |         |
| Szot, Christine   |                       | Address on File               |                               |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName    | Address1                                | Address2     | Address3 | City             | State | Zip        | Country |
|---------------------------------|-----------------------|---|--------------|----------|------------------|-------|------------|---------|
| T. Safdar Inc                   |                       | 299 E Oak Forest Road                   |              |          | Salt Lake City   | UT    | 84103      |         |
| Tabisz, Dorma W.                |                       | Address on File                         |              |          |                  |       |            |         |
| TABLECRAFT PRODUCTS CO. INC.    |                       | 801 Lakeside Drive                      |              |          | Gurnee           | IL    | 60031      |         |
| Tablecraft Products Co., Inc.   |                       | PO Box 66341                            |              |          | Chicago          | IL    | 60666-0341 |         |
| Tacha, Emerson                  |                       | Address on File                         |              |          |                  |       |            |         |
| Tack, Mary D.                   |                       | Address on File                         |              |          |                  |       |            |         |
| Tackett, Benjamin K.            |                       | Address on File                         |              |          |                  |       |            |         |
| Tackett, Emily                  |                       | Address on File                         |              |          |                  |       |            |         |
| Tadena-Ng, Kathleen M.          |                       | Address on File                         |              |          |                  |       |            |         |
| Tadisch, Celya                  |                       | Address on File                         |              |          |                  |       |            |         |
| TAG A ROOM                      |                       | 11031 Perrin Beitel Rd.                 |              |          | San Antonio      | TX    | 78217      |         |
| TAG Hardware                    |                       | 100-19072 26th avenue                   |              |          | Surrey           | BC    | V3Z 3V7    | Canada  |
| Tahlia Wilson                   |                       | Address on File                         |              |          |                  |       |            |         |
| TAI MEI ACRYLIC                 |                       | 12F-1, 46 Zhongshan North Rd. Section 2 |              |          | Taipei           |       | 104016     | Taiwan  |
| Tai Mei Acrylic Co., Ltd        |                       | 16F., 70-1 Chengde Rd Section 1         | Taipei 10355 |          | Taipei           |       | 10355      | Taiwan  |
| Takemoto, Hideo                 |                       | Address on File                         |              |          |                  |       |            |         |
| Talamera, Keisha T.             |                       | Address on File                         |              |          |                  |       |            |         |
| Talend, Inc                     |                       | P.O. Box 80508                          |              |          | City of Industry | CA    | 91716-8508 |         |
| TALIAH MOLINA WALKER            |                       | Address on File                         |              |          |                  |       |            |         |
| Talka, Emily                    |                       | Address on File                         |              |          |                  |       |            |         |
| TALKING TABLES INC              |                       | 12 E 49th Street                        | Floor 11     |          | New York         | NY    | 10017      |         |
| Talking Tables Inc              |                       | 12 East 49th St.                        | 11th Floor   |          | New York         | NY    | 10017-1012 |         |
| TALLY LOBDELL                   |                       | Address on File                         |              |          |                  |       |            |         |
| Talus Corp.                     |                       | 470 Riverside Street                    |              |          | Portland         | ME    | 04103      |         |
| TALUS CORP.                     |                       | 299 Presumpscot Street                  |              |          | Portland         | ME    | 04103      |         |
| TALX Corporation                |                       | 4076 Paysphere Circle                   |              |          | Chicago          | IL    | 60674      |         |
| Tamar Meyer                     |                       | Address on File                         |              |          |                  |       |            |         |
| Tamay Montes, Mary Tatiana      |                       | Address on File                         |              |          |                  |       |            |         |
| Tamborelli, Carol J.            |                       | Address on File                         |              |          |                  |       |            |         |
| Tami Antouncci                  |                       | Address on File                         |              |          |                  |       |            |         |
| Tamney, Raymond W.              |                       | Address on File                         |              |          |                  |       |            |         |
| Tampa Electric Company          |                       | 702 N. Franklin St.                     |              |          | Tampa            | FL    | 33602      |         |
| Tampinco, Roth                  |                       | Address on File                         |              |          |                  |       |            |         |
| Tanahara, Manuel                |                       | Address on File                         |              |          |                  |       |            |         |
| Tanav, Henry                    |                       | Address on File                         |              |          |                  |       |            |         |
| Taneva, Iveta                   |                       | Address on File                         |              |          |                  |       |            |         |
| Tang, Sandra G.                 |                       | Address on File                         |              |          |                  |       |            |         |
| Tangipahoa Parish School System |                       | P.O. Box 159                            |              |          | Amite            | LA    | 70422-0159 |         |
| Tanium Inc.                     | Attn Legal Affairs    | 2200 Powell Street Ste. 500             |              |          | Emeryville       | CA    | 94608      |         |
| Tanium Inc.                     | Director of Contracts | 2200 Powell Street Ste. 500             |              |          | Emeryville       | CA    | 94608      |         |
| Tapias Esq., Brigitte C.        |                       | Address on File                         |              |          |                  |       |            |         |
| Tapia-Stevens, Catherine        |                       | Address on File                         |              |          |                  |       |            |         |
| Taplin, Tyquese                 |                       | Address on File                         |              |          |                  |       |            |         |
| Tapper, Eve                     |                       | Address on File                         |              |          |                  |       |            |         |
| Tar Hong Direct                 |                       | 780 S Nogales Street                    |              |          | City of Industry | CA    | 91748      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                 | CreditorNoticeName                           | Address1                            | Address2       | Address3 | City             | State | Zip        | Country |
|--|--|-------------------------------------|----------------|----------|------------------|-------|------------|---------|
| TAR HONG MELAMINE USA INC.                   |  | 780 S. NOGALES STREET               |                |          | City of Industry | CA    | 91748      |         |
| Tara Lee Interiors LLC                       |  | 3248 S. Utica Avenue                |                |          | Tulsa            | OK    | 74105      |         |
| Tara Louise Button dba All Buttoned Up       |  | Address on File                     |                |          |                  |       |            |         |
| Tarabocchia, Jessica L.                      |  | Address on File                     |                |          |                  |       |            |         |
| Taranto, Carolyn S.                          |  | Address on File                     |                |          |                  |       |            |         |
| Tarawalie, Marie T.                          |  | Address on File                     |                |          |                  |       |            |         |
| Tarbox, John G.                              |  | Address on File                     |                |          |                  |       |            |         |
| Tardio, Roseanne                             |  | Address on File                     |                |          |                  |       |            |         |
| Tardo, Lisa M.                               |  | Address on File                     |                |          |                  |       |            |         |
| Tarver IV, John L.                           |  | Address on File                     |                |          |                  |       |            |         |
| Taskrabbit, Inc                              |  | 10800 Alpharetta Hwy, Ste 208-562   |                |          | Roswell          | GA    | 30076-1467 |         |
| Tastad, Aunhale                              |  | Address on File                     |                |          |                  |       |            |         |
| Tata Consultancy Services Limited            |  | 379 Thornall Street                 |                |          | Edison           | NJ    | 08837      |         |
| Tata Consultancy Services Ltd                |  | PO Box 74007582                     |                |          | Chicago          | IL    | 60674-7582 |         |
| Tate, Tiffany T.                             |  | Address on File                     |                |          |                  |       |            |         |
| Tatem, Tyler                                 |  | Address on File                     |                |          |                  |       |            |         |
| Tatman, Megan A.                             |  | Address on File                     |                |          |                  |       |            |         |
| Tattenbaum, Caroline E.                      |  | Address on File                     |                |          |                  |       |            |         |
| Tatum, Zachary                               |  | Address on File                     |                |          |                  |       |            |         |
| Taubman Cherry Creek Limited Partnership     |  | Dept 89801 Taubman Cherry Creek LP  | PO Box 67000   |          | Detroit          | MI    | 48267-0898 |         |
| Taubman-Cherry Creek Limited Partnership     | Taubman Cherry Creek Shopping Center, L.L.C. | Department 89801                    | P.O. Box 67000 |          | Detroit          | MI    | 48267-0898 |         |
| Taubman-Cherry Creek Limited Partnership     |  | 200 East Long Lake Road             | P.O. Box 200   |          | Bloomfield Hills | MI    | 48303-0200 |         |
| Taulane, Jennifer L.                         |  | Address on File                     |                |          |                  |       |            |         |
| Tavares, MaryAnn                             |  | Address on File                     |                |          |                  |       |            |         |
| Tavasoli, Kiyan A.                           |  | Address on File                     |                |          |                  |       |            |         |
| Taveras, Andrew                              |  | Address on File                     |                |          |                  |       |            |         |
| Taveras, Daniel J.                           |  | Address on File                     |                |          |                  |       |            |         |
| Tax Assessor & Collector / Montgomery County | Tammy J. McRae                               | 400 N. San Jacinto St.              |                |          | Conroe           | TX    | 77301      |         |
| Tax Assessor & Collector / Montgomery County |  | PO Box 4798                         |                |          | Houston          | TX    | 77210-4798 |         |
| Tax Assessor Collector                       | Kenneth L. Maun                              | P.O. Box 8046                       |                |          | Mckinney         | TX    | 75070-8046 |         |
| Tax Assessor-Collector                       |  | P.O. Box 4622                       |                |          | Houston          | TX    | 77210-4622 |         |
| Tax Collector                                | Travis County Tax Office                     | P.O. Box 149328                     |                |          | Austin           | TX    | 78714-9328 |         |
| Tax Collector                                |  | PO Box 61041                        |                |          | New Orleans      | LA    | 70161-1041 |         |
| Tax Collector, Santa Clara County            |  | 70 W. Hedding St. East Wing 6th FLR |                |          | San Jose         | CA    | 95110-1767 |         |
| Taxation and Revenue Department              |  | PO Box 123                          |                |          | Monroe           | LA    | 71210      |         |
| Taxes-Tarrant County                         | Wendy Burgess, Tax Assessor-Collector        | P.O. Box 961018                     |                |          | Ft. Worth        | TX    | 76161-0018 |         |
| Taxes-Tarrant County (Fort Worth)            |  | P.O. Box 961018                     |                |          | Ft. Worth        | TX    | 76161-0018 |         |
| TaxFree Shopping, Ltd.                       |  | 1512 Crescent Dr                    | Suite 100      |          | Carrollton       | TX    | 75006      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                    | CreditorNoticeName | Address1                          | Address2                            | Address3 | City              | State | Zip        | Country     |
|---|--------------------|-----------------------------------|-------------------------------------|----------|-------------------|-------|------------|-------------|
| Taylor Fernandez, Michael L.                    |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor Jr., Charles F.                          |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor Northeast, Inc.                          |                    | 931 Hemlock Rd.                   |                                     |          | Morgantown        | PA    | 19523      |             |
| TAYLOR PALADINO                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Ashlee                                  |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Beatrice V.                             |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Brianna L.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Brieanna                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Debra L.                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Gina H.                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Isabella                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Jennifer L.                             |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Jennifer L.                             |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Jodi R.                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Jonnice D.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Josiah C.                               |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Julie                                   |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Kaitlyn M.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Keri                                    |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, LaDarrin                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Lori A.                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Madilynn B.                             |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Michael E.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Sarah M.                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Shantasia M.                            |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Suzanne                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Sydney                                  |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Tiffany E.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Tiffany L.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Tracee L.                               |                    | Address on File                   |                                     |          |                   |       |            |             |
| Taylor, Valonda                                 |                    | Address on File                   |                                     |          |                   |       |            |             |
| TCI NEW ZEALAND (1995) LTD                      |                    | 48 Honan Place                    | Avondale                            |          | Auckland          |       | 1026       | New Zealand |
| TCS CO-INVEST LLC                               |                    | Address on File                   |                                     |          |                   |       |            |             |
| TDIndustries, Inc.                              |                    | P.O. Box 300008                   |                                     |          | Dallas            | TX    | 75303-0008 |             |
| Teachers Insurance and Annuity Assoc of America | Property Manager   | CBRE, Inc.                        | 8390 E. Crescent Parkway, Suite 300 |          | Greenwood Village | CO    | 80111      |             |
| Teague, Mandy I.                                |                    | Address on File                   |                                     |          |                   |       |            |             |
| Teahan, Erika                                   |                    | Address on File                   |                                     |          |                   |       |            |             |
| Teakhaus  |                    | 734 Fanklin Avenue                | Suite 460                           |          | Garden City       | NY    | 11530      |             |
| TEAKHAUS  |                    | 900 Merchants Concourse Suite 211 |                                     |          | Westbury          | NY    | 11590      |             |
| TEAKHAUS  |                    | 1009 BASKET WILLOW TERR           |                                     |          | FORT WORTH        | TX    | 76052      |             |
| Tealer, Annette M.                              |                    | Address on File                   |                                     |          |                   |       |            |             |
| Team Clark Endeavors dba Bee Organized Omaha    |                    | 314 S 57th Street                 |                                     |          | Omaha             | NE    | 68132      |             |
| TeamDev Management OU                           |                    | ul. Kai 1                         |                                     |          | Tallinn           |       | 10111      | Estonia     |
| TeamViewer GmbH                                 |                    | Jahnstr. 30                       | 73037 Goppingen                     |          |                   |       |            | Germany     |
| TeamViewer GmbH                                 |                    | JP.O. Box 743135                  |                                     |          | Atlanta           | GA    | 30374-3135 |             |

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                                 | CreditorNoticeName               | Address1                          | Address2                | Address3          | City       | State | Zip        | Country |
|--|----------------------------------|-----------------------------------|-------------------------|-------------------|------------|-------|------------|---------|
| Technicode, Inc                              |                                  | 19395 Clement Rd.                 |                         |                   | Northville | MI    | 48167      |         |
| Teco Tampa Electric Company                  |                                  | P.O. Box 31318                    |                         |                   | Tampa      | FL    | 33631-3318 |         |
| Telemacque, Traci                            |                                  | Address on File                   |                         |                   |            |       |            |         |
| Televon                                      |                                  | 2093 Philadelphia Pike #8060      |                         |                   | Claymont   | DE    | 19703      |         |
| Tello, Abraham                               |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tello, Carlos A.                             |                                  | Address on File                   |                         |                   |            |       |            |         |
| Telp, ChaQueza                               |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tennant Company                              |                                  | P.O. Box 71414                    |                         |                   | Chicago    | IL    | 60694-1414 |         |
| Tennant Sales And Service Company            |                                  | PO Box 71414                      |                         |                   | Chicago    | IL    | 60694-1414 |         |
| Tenner, Rakim                                |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tennessee Attorney General                   | Attn Bankruptcy Department       | P.O. Box 20207                    |                         |                   | Nashville  | TN    | 37202-0207 |         |
| Tennessee B&E Division                       |                                  | 220 French Landing Drive          |                         |                   | Nashville  | TN    | 37243-1002 |         |
| Tennessee Department Of Revenue              |                                  | Andrew Jackson State Office Bldg. | 500 Deaderick Street    |                   | Nashville  | TN    | 37242      |         |
| Tennessee Department of Revenue              |                                  | 500 Deaderick St                  | Andrew Jackson Building |                   | Nashville  | TN    | 37242      |         |
| Tennessee Dept of Treasury                   | Unclaimed Property Division      | PO Box 190693                     |                         |                   | Nashville  | TN    | 37219-0693 |         |
| Tennessee Secretary of State                 |                                  | 312 Rosa L. Parks Ave. 6th Floor  |                         |                   | Nashville  | TN    | 37243-1102 |         |
| Tenorio Tenorio, Laura                       |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tensas Parish Sales Tax Fund                 |                                  | P.O. Box 430                      |                         |                   | Vidalia    | LA    | 71373      |         |
| Terando, Margaret M.                         |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tercero, Emily G.                            |                                  | Address on File                   |                         |                   |            |       |            |         |
| Teresa Dinneen                               |                                  | Address on File                   |                         |                   |            |       |            |         |
| Teresa Natera, Core Talent                   |                                  | Address on File                   |                         |                   |            |       |            |         |
| Teresa Tift                                  |                                  | Address on File                   |                         |                   |            |       |            |         |
| Terminix Commercial                          |                                  | PO Box 1000                       | Dept 916                |                   | Memphis    | TN    | 38148      |         |
| Terrell, Aaron A.                            |                                  | Address on File                   |                         |                   |            |       |            |         |
| Terrell, Carla A.                            |                                  | Address on File                   |                         |                   |            |       |            |         |
| Terrell, Jessica R.                          |                                  | Address on File                   |                         |                   |            |       |            |         |
| TERRY STOR-AGE SPA.                          |                                  | Viale De Gasperi, 66              | 20008 Bareggio          | Bareggio (Milano) | Lombardie  |       | 20008      | Italy   |
| Terry, Kara I.                               |                                  | Address on File                   |                         |                   |            |       |            |         |
| Terry, Shana                                 |                                  | Address on File                   |                         |                   |            |       |            |         |
| Terwilleger, Claire N.                       |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tesfa, Kibrom B.                             |                                  | Address on File                   |                         |                   |            |       |            |         |
| Tesfaye, Aberra                              |                                  | Address on File                   |                         |                   |            |       |            |         |
| TEST RITE INTERNATIONAL CO, LTD/HOME ZONE    |                                  | 6F, NO.23 HSIN HU 3RD ROAD        | Nei Hu                  |                   | Taipei     |       | 114        | Taiwan  |
| TEST RITE INTERNATIONAL CO, LTD/HOME ZONE    |                                  | 5805 Peachtree Corners East       | Suite C                 |                   | Norcross   | GA    | 30092      |         |
| TEST RITE PRODUCTS CORP (Domestic warehouse) |                                  | 5805-C Peachtree Corners East     |                         |                   | Norcross   | GA    | 30092      |         |
| TEST RITE PRODUCTS CORP (Domestic warehouse) |                                  | 1900 S. Burgundy Pl.              |                         |                   | Ontario    | CA    | 91761      |         |
| Teston, Carrie R.                            |                                  | Address on File                   |                         |                   |            |       |            |         |
| Testrite Instrument Co., Inc.                | dba Testrite Visual Products Inc | 216 S Newman St                   |                         |                   | Hackensack | NJ    | 07601      |         |



## Exhibit G

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|--|-----------------------------------|---|----------------------|----------|-----------------|-------|------------|-----------|
| Testrite Instrument Co., Inc.                |                                   | 135 Monroe Street                       |                      |          | Newark          | NJ    | 07105-1794 |           |
| TEST-RITE INTL CO., LTD.                     |                                   | 6F, NO.23 Hsin Hu 3rd Road              | Nei Hu District      |          | Taipei          |       | 114        | Taiwan    |
| Tetreault, Thomas N.                         |                                   | Address on File                         |                      |          |                 |       |            |           |
| Tetteh, Marilyn T.                           |                                   | Address on File                         |                      |          |                 |       |            |           |
| Texas Attorney General                       | Attn Bankruptcy Department        | 300 W. 15th St                          |                      |          | Austin          | TX    | 78701      |           |
| Texas Comptroller of Public Accounts         | Attn Bankruptcy Section           | Lyndon B Johnson State Office Building  | 111 East 17th St     |          | Austin          | TX    | 78774      |           |
| Texas Comptroller of Public Accounts         | Unclaimed Property Claims Section | PO Box 12046                            |                      |          | Austin          | TX    | 78711-2046 |           |
| Texas Comptroller of Public Accounts         |                                   | 111 East 17th Street                    |                      |          | Austin          | TX    | 78774-0100 |           |
| Texas Comptroller of Public Accounts         |                                   | PO Box 13528, Capitol Station           |                      |          | Austin          | TX    | 78711-3528 |           |
| Texas Comptroller Of Public Accts            |                                   | Lyndon B. Johnson State Office Building | 111 East 17th Street |          | Austin          | TX    | 78774      |           |
| Texas Connect                                |                                   | 1600 N I-35                             | Suite 104            |          | Carrollton      | TX    | 75006      |           |
| Texas Department of Agriculture              |                                   | P.O. Box 12847                          |                      |          | Austin          | TX    | 78711      |           |
| Texas Department Of Licensing and Regulation |                                   | P.O. Box 12157                          |                      |          | Austin          | TX    | 78711      |           |
| Texas Gas Service                            |                                   | 1301 S. Mopac Expressway, Suite 400     |                      |          | Austin          | TX    | 78746      |           |
| Texas Gas Service                            |                                   | PO Box 219913                           |                      |          | Kansas City     | MO    | 64121-9913 |           |
| Texas State Comptroller                      | Interest and Penalties Dept       | P.O. Box 12247                          |                      |          | Austin          | TX    | 78711-2247 |           |
| Texas State Comptroller                      | Unclaimed Property Division       | Holder Reporting Section P.O. Box 12019 |                      |          | Austin          | TX    | 78711-2019 |           |
| Texas State Comptroller                      |                                   | P.O. Box 12247                          |                      |          | Austin          | TX    | 78711-2247 |           |
| Tex-Sun Shade Specialties, Inc.              |                                   | 12150 Shiloh Road                       | Suite 104            |          | Dallas          | TX    | 75228      |           |
| Tforce Final Mile, LLC                       |                                   | 5429 LBJ Frwy                           | #900                 |          | Dallas          | TX    | 75240      |           |
| TGW Systems, Inc.                            |                                   | 3001 Orchard Vista Dr. SE               |                      |          | Grand Rapids    | MI    | 49546      |           |
| Thai, Phillip                                |                                   | Address on File                         |                      |          |                 |       |            |           |
| Thao, Boon                                   |                                   | Address on File                         |                      |          |                 |       |            |           |
| THAT INVENTIONS                              |                                   | 12819 SE 38th St., Ste 213              |                      |          | Bellevue        | WA    | 98006      |           |
| THAT Inventions Inc.                         |                                   | 12819 SE 38th Street                    | Ste 213              |          | Bellevue        | WA    | 98006      |           |
| THAT SOUND GAME                              |                                   | 5 Swiss Mount Ave                       |                      |          | HEPBURN SPRINGS | VIC   | 3461       | Australia |
| That Sound Game Pty Ltd                      |                                   | 1b Westfield Street                     |                      |          | Melbourne       |       | 3070       | Australia |
| Thayne Tessenholtz                           |                                   | Address on File                         |                      |          |                 |       |            |           |
| The Artina Group dba Forms for UKG           |                                   | PO Box 681                              |                      |          | Tarrytown       | NY    | 10591      |           |
| The Bailey Company, Inc.                     |                                   | 501 Cowan St.                           |                      |          | Nashville       | TN    | 37207      |           |
| The Brian Mallard Group of Texas, LP         |                                   | 209 W Main St.                          | Suite 205            |          | Grand Prairie   | TX    | 75050      |           |
| The Campbell Agency, Inc.                    |                                   | 12404 Park Central Drive                | Suite 222 South      |          | Dallas          | TX    | 75251      |           |
| The Citizenry Inc.                           |                                   | 400 S Record Street, Suite 1150         |                      |          | Dallas          | TX    | 75202      |           |
| The Clutts Agency, Inc.                      |                                   | 1825 Market Center Blvd                 | #380                 |          | Dallas          | TX    | 75207      |           |
| The Consultancy PR                           |                                   | 2228 N Commonwealth Avenue              |                      |          | Los Angeles     | CA    | 90027      |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName  | CreditorNoticeName                                | Address1                          | Address2                 | Address3 | City               | State | Zip        | Country   |
|---|---|-----------------------------------|--------------------------|----------|--------------------|-------|------------|-----------|
| THE CONTAINER STORE GROUP INC UNVESTED RS AWARD ACCOUNT ATTN JEFFREY A MILLER |   | Address on File                   |                          |          |                    |       |            |           |
| The Continental Insurance Company   |   | 151 N Franklin Street, Floor 9    |                          |          | Chicago            | IL    | 60606      |           |
| The Decor Corporation PTY LTD   |   | 1314 Ferntree Gully Road          |                          |          | Scoresby, Victoria |       | 3179       | Australia |
| The Fair Plumber LLC  |   | 846 North York St.                | Suite A                  |          | Elmhurst           | IL    | 60126      |           |
| THE FOGGY DOG   |   | 3360 20th Street                  | Suite A                  |          | San Francisco      | CA    | 94110      |           |
| The Foggy Dog, LLC  |   | 3360 20th Street, Suite A         |                          |          | San Francisco      | CA    | 94110      |           |
| The Georgetown Company, LLC   | Attn Michael F. Busch, Esq.                       | 500 Park Avenue, 10th Floor       |                          |          | New York           | NY    | 10022      |           |
| The Home Edit, LLC  |   | 1212 8th Ave S                    | Ste 102                  |          | Nashville          | TN    | 37203      |           |
| THE HOPE COMPANY, INC.  |   | 12777 Pennridge Drive             |                          |          | Bridgeton          | MO    | 63044      |           |
| The Illuminating Company  |   | PO Box 371422                     |                          |          | Pittsburgh         | PA    | 15250-7422 |           |
| The Illuminating Company  |   | 76 South Main St                  |                          |          | Akron              | OH    | 44308      |           |
| The Imagine Group, LLC  |   | P.O. Box 860615                   |                          |          | Minneapolis        | MN    | 55486-0615 |           |
| The Landing at Double Tree  |   | 353 North Clark Street            | 15th Floor               |          | Chicago            | IL    | 60654      |           |
| The Laundress LLC   |   | 247 West 30th St.                 | 7th Floor                |          | New York           | NY    | 10001      |           |
| The Neatery LLC   |   | 1136 N. Escondido Blvd. #101      |                          |          | Escondido          | CA    | 92026      |           |
| The Nielsen Company (US), LLC   |   | 675 Avenue of Americas, 4th Floor |                          |          | New York           | NY    | 10010      |           |
| The NPD Group, L.P.   |   | 900 West Shore Road               |                          |          | Port Washington    | NY    | 11050      |           |
| The October Company   |   | P.O. BOX 71                       |                          |          | EASTHAMPTON        | MA    | 01027-0000 |           |
| The Organized Nest, LLC   |   | 4200 S Hulén Street               | Suite 620                |          | Fort Worth         | TX    | 76109      |           |
| The Organized You   |   | 31 Millbrook Avenue               |                          |          | Walpole            | MA    | 02081      |           |
| The Peggs Company, Inc.   |   | PO Box 907                        |                          |          | Mira Loma          | CA    | 91752      |           |
| THE SAVVY WARDROBE PTY LTD  |   | 121 Fuller Street                 |                          |          | Collaroy Plateau   | NSW   | 2097       | Australia |
| The Scottish Plumber  |   | PO Box 6090                       |                          |          | Villa Park         | IL    | 60181-5314 |           |
| The Segerdahl Corp  |   | 1351 S Wheeling Rd                |                          |          | Wheeling           | IL    | 60090      |           |
| The Shamrock Companies, Inc.  |   | PO Box 6119                       |                          |          | Hermitage          | PA    | 16148      |           |
| THE SHOP WOODCRAFTERS   |   | P O BOX 932                       | 144 PR 6125              |          | QUITMAN            | TX    | 75783      |           |
| THE SHOP WOODCRAFTERS   |   | P O BOX 1450                      | 144 PR 6125              |          | QUITMAN            | TX    | 75783      |           |
| The Shop Woodcrafters LLC   |   | P.O. Box 1450                     |                          |          | Quitman            | TX    | 75783      |           |
| The Simple Sort LLC   |   | 119 E Costilla Street             |                          |          | Colorado Springs   | CO    | 80903      |           |
| THE SOMEWHERE CO.   |   | 12 Gordon Street                  |                          |          | Newstead           | QLD   | 4006       | Australia |
| The Stow Company  |   | 3311 Windquest Drive              |                          |          | Holland            | MI    | 49424      |           |
| The Thymes LLC  |   | 629 9th Street SE                 |                          |          | Minneapolis        | MN    | 55414      |           |
| The Tin Seeds Company   |   | 513 Oriole Farm Trail             |                          |          | Canton             | GA    | 30114      |           |
| The To-Done List  |   | 9540 Magnolia Road                |                          |          | Frisco             | TX    | 75033      |           |
| The Town Center at Boca Raton   | Attn General Counsel                              | c/o Simon Property Group          | 225 W. Washington Street |          | Indianapolis       | IN    | 46204      |           |
| The Town Center at Boca Raton Trust, a New York Trust                         | Attn Senior Vice-President of Big Box Development | c/o Simon Property Group          | 225 W. Washington Street |          | Indianapolis       | IN    | 46204      |           |
| The Transporter, Inc.   |   | 5410 Oates Rd                     |                          |          | Houston            | TX    | 77013      |           |
| The Travelers Indemnity Company   |   | 91287 Collections Center Drive    |                          |          | Chicago            | IL    | 60693      |           |
| The Type Set Co.  |   | 7057 Yachting Way                 |                          |          | Acworth            | GA    | 30102      |           |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName | Address1                              | Address2                 | Address3 | City             | State | Zip        | Country |
|-------------------------------------|--------------------|---------------------------------------|--------------------------|----------|------------------|-------|------------|---------|
| THE USB LIGHTER COMPANY, LLC        |                    | 10940 Wilshire Blvd STE 2010          | Attn USB Lighter Company |          | Los Angeles      | CA    | 90024      |         |
| The Vertex Companies, LLC           |                    | 400 Libbey Parkway                    |                          |          | Weymouth         | MA    | 02189      |         |
| The Village at Gulfstream Park CDD  |                    | Lockbox Services SDS 12-2657          | PO Box 86                |          | Minneapolis      | MN    | 55486-2657 |         |
| The Village at Gulfstream Park, LLC | Attn Alan Shaw     | 901 S. Federal Hwy                    |                          |          | I-llandale Beach | FL    | 33009      |         |
| The Village at Gulfstream Park, LLC |                    | 1360 Terminal Tower. 50 Public Square |                          |          | Cleveland        | OH    | 44113-2203 |         |
| THE WOOBLES                         |                    | 933 Ellis Road Suite 190              |                          |          | Durham           | NC    | 27703      |         |
| The Woobles                         |                    | 510 Meadowmont Village Cir            | Suite 311                |          | Chapel Hill      | NC    | 27517      |         |
| The Woobles                         |                    | 411 Emissary Dr. 108                  |                          |          | Cary             | NC    | 27519      |         |
| The Wyman Company                   |                    | PO Box 358780                         |                          |          | Gainesville      | FL    | 32635      |         |
| Theatro Labs Inc                    |                    | 307 Hilltop Avenue                    |                          |          | Richardson       | TX    | 75081      |         |
| Thee Tailored Life                  |                    | 9803 W. Fountain Avenue               |                          |          | Milwaukee        | WI    | 53224      |         |
| Thees, Linda                        |                    | Address on File                       |                          |          |                  |       |            |         |
| Theilen, Timothy                    |                    | Address on File                       |                          |          |                  |       |            |         |
| THELASTSHOPCA INC                   |                    | 130 river street                      | unit 2510                |          | Toronto          | ON    | M5A 0R8    | Canada  |
| TheLastShopCA Incorporated          |                    | unit 202 - 205 placer court           |                          |          | North York       | ON    | M5A 0R8    | Canada  |
| Thelmas, Mickhayla M.               |                    | Address on File                       |                          |          |                  |       |            |         |
| THERESA GASCOIGNE                   |                    | Address on File                       |                          |          |                  |       |            |         |
| Therm O Web                         |                    | P.O. Box 4415                         |                          |          | Lisle            | IL    | 60532      |         |
| THERM O WEB                         |                    | 770 Glenn Avenue                      |                          |          | Wheeling         | IL    | 60090      |         |
| Thermos LLC                         |                    | 37220 Eagle Way                       |                          |          | Chicago          | IL    | 60678      |         |
| Thersa Brockhaus                    |                    | Address on File                       |                          |          |                  |       |            |         |
| Thigpen, Gretchen A.                |                    | Address on File                       |                          |          |                  |       |            |         |
| think-cell Software GmbH            |                    | Leipziger Str. 51                     |                          |          | Berlin           |       | 10117      | Germany |
| Thole Stark, Emily M.               |                    | Address on File                       |                          |          |                  |       |            |         |
| THOMAS MICHAEL WIANT                |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Alice                       |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Andrew R.                   |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Angela M.                   |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Ariyonna M.                 |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Ayinde                      |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Charles R.                  |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Charlotte A.                |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Heather C.                  |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Jakhia                      |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Jayden C.                   |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Jody                        |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Khiry                       |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Kimberly                    |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Kiyana                      |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Marcus                      |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Marnita                     |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Nakeisha                    |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Peyton E.                   |                    | Address on File                       |                          |          |                  |       |            |         |
| Thomas, Phillip                     |                    | Address on File                       |                          |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName      | Address1                            | Address2        | Address3 | City         | State | Zip        | Country |
|--|-------------------------|-------------------------------------|-----------------|----------|--------------|-------|------------|---------|
| Thomas, Saqqari                        |                         | Address on File                     |                 |          |              |       |            |         |
| Thomas, Stephanie                      |                         | Address on File                     |                 |          |              |       |            |         |
| Thomas, Steven M.                      |                         | Address on File                     |                 |          |              |       |            |         |
| Thomason, Cierra D.                    |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Anthony J.                   |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Art J.                       |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Blaise S.                    |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, David A.                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Deborah A.                   |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Deon                         |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Donnelle                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Jami                         |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Jennifer                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Jeremy K.                    |                         | Address on File                     |                 |          |              |       |            |         |
| thompson, keishaun                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Kimberly L.                  |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Lynn L.                      |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Michael                      |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Orland-Ian                   |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Saniah G.                    |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Sarah A.                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Tara                         |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Taylor                       |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson, Terri                        |                         | Address on File                     |                 |          |              |       |            |         |
| Thompson-Guy, Breana                   |                         | Address on File                     |                 |          |              |       |            |         |
| Thomson Reuters - West                 | Thompson Reuters - West | Payment Center - PO Box 6292        |                 |          | Carol Stream | IL    | 60197-6292 |         |
| Thomson Reuters (Tax & Accounting) Inc |                         | PO Box 71687                        |                 |          | Chicago      | IL    | 60694-1687 |         |
| Thorn Network, Inc.                    |                         | PO BOX 140933                       |                 |          | Irving       | TX    | 75014      |         |
| Thornton, Bailey                       |                         | Address on File                     |                 |          |              |       |            |         |
| Thornton, DaJuan C.                    |                         | Address on File                     |                 |          |              |       |            |         |
| Thornton, Dawn M.                      |                         | Address on File                     |                 |          |              |       |            |         |
| Thornton, Kanari L.                    |                         | Address on File                     |                 |          |              |       |            |         |
| Thornton, Laura W.                     |                         | Address on File                     |                 |          |              |       |            |         |
| Thorpe, Dwayne                         |                         | Address on File                     |                 |          |              |       |            |         |
| ThredUp Inc                            |                         | 969 Broadway Suite 200              |                 |          | Oakland      | CA    | 94697      |         |
| THREE BY THREE                         |                         | 3668 Albion Place N                 |                 |          | Seattle      | WA    | 98103      |         |
| Three by Three, Inc.                   |                         | 1518 Northwest 52nd Street          |                 |          | Seattle      | WA    | 98107      |         |
| Three by Three, Inc.                   |                         | PO Box 31595                        |                 |          | Seattle      | WA    | 98103      |         |
| THREE M CENTER                         |                         | 3M Center                           |                 |          | Saint Paul   | MN    | 55144      |         |
| THREE M CENTER                         |                         | 3M Center                           | Bldg. 224-5N-41 |          | St. Paul     | MN    | 55144-1000 |         |
| Thule Inc.                             |                         | Dept. LA 22625                      |                 |          | Pasadena     | CA    | 91185-2625 |         |
| Thule Inc.                             |                         | 42 Silvermine Rd.                   |                 |          | Seymour      | CT    | 06483      |         |
| THULE/CASE LOGIC                       |                         | 2420 Trade Centre Avenue,<br>Ste. A |                 |          | Longmont     | CO    | 80503      |         |
| THULE/CASE LOGIC                       |                         | 40 Pepes Farm Rd                    |                 |          | Milford      | CT    | 06460      |         |
| ThyssenKrupp Elevator Corporation      |                         | PO Box 3796                         |                 |          | Carol Stream | IL    | 60132-3796 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName  | Address1   | Address2            | Address3 | City            | State | Zip        | Country   |
|--------------------------------|---------------------|--|---------------------|----------|-----------------|-------|------------|-----------|
| TICA COPENHAGEN APS            |                     | Hojdevej 27  |                     |          | Virum           |       | 2830       | Denmark   |
| Tidwell, Parker                |                     | Address on File  |                     |          |                 |       |            |           |
| Tidwell, Sheila                |                     | Address on File  |                     |          |                 |       |            |           |
| TidySmart Organizing Solutions |                     | 143 Cady Centre #194                                     |                     |          | Northville      | MI    | 48167      |           |
| TIEN THANH                     |                     | Lot B2 Nguyen Duc Canh<br>Industrial Zone                |                     |          | Thai Binh       |       |            | Vietnam   |
| TIEN THANH                     |                     | Room 1603, Artemis Building,<br>No. 3, Le Trong Tan Str. | Thanh Xuan district |          | Hanoi           |       | 100000     | Vietnam   |
| Tien Thanh Co., Ltd            |                     | 25 Tran Hung Dao   |                     |          | Thai Binh       |       |            | Vietnam   |
| Tiffany Gifford                |                     | Address on File  |                     |          |                 |       |            |           |
| Tiger Analytics, Inc           |                     | 268 S Pastoria Ave                                       |                     |          | Sunnyvale       | CA    | 94086      |           |
| Tilley, Robert                 |                     | Address on File  |                     |          |                 |       |            |           |
| Tillis, Denisha                |                     | Address on File  |                     |          |                 |       |            |           |
| Tillman, Jaden                 |                     | Address on File  |                     |          |                 |       |            |           |
| Tillman, Melissa               |                     | Address on File  |                     |          |                 |       |            |           |
| Tim Phillips                   |                     | Address on File  |                     |          |                 |       |            |           |
| TimeTrade Systems, Inc.        |                     | 100 Ames Pond Drive                                      |                     |          | Tewksbury       | MA    | 01876      |           |
| Timmons, Kelsey                |                     | Address on File  |                     |          |                 |       |            |           |
| Tina Chandler                  |                     | Address on File  |                     |          |                 |       |            |           |
| Tina Fain                      |                     | Address on File  |                     |          |                 |       |            |           |
| Tincher, Monica L.             |                     | Address on File  |                     |          |                 |       |            |           |
| Tindal III, William M.         |                     | Address on File  |                     |          |                 |       |            |           |
| Tindall, Brooke                |                     | Address on File  |                     |          |                 |       |            |           |
| Tindell, Aubree M.             |                     | Address on File  |                     |          |                 |       |            |           |
| Tinoco, Marco A.               |                     | Address on File  |                     |          |                 |       |            |           |
| Tirado, Destinee M.            |                     | Address on File  |                     |          |                 |       |            |           |
| Tiso, Justin                   |                     | Address on File  |                     |          |                 |       |            |           |
| Titus, Beverly M.              |                     | Address on File  |                     |          |                 |       |            |           |
| TIWANA BENNETT                 |                     | Address on File  |                     |          |                 |       |            |           |
| TLSC                           |                     | Svajones Str. 24   |                     |          | Klaipeda        |       | LT-94101   | Lithuania |
| T-Mobile                       |                     | PO Box 4191  |                     |          | Carol Stream    | IL    | 60197-4191 |           |
| Toback, Max                    |                     | Address on File  |                     |          |                 |       |            |           |
| Todd Feldman                   |                     | Address on File  |                     |          |                 |       |            |           |
| TOKIMEKU, INC. DBA Material    |                     | 135 Madison Avenue, 8th floor                            |                     |          | New York        | NY    | 10016      |           |
| Tola, Kaleb                    |                     | Address on File  |                     |          |                 |       |            |           |
| Tolbert, Maliya E.             |                     | Address on File  |                     |          |                 |       |            |           |
| Tolbert, Tyler J.              |                     | Address on File  |                     |          |                 |       |            |           |
| Toles, Andrew                  |                     | Address on File  |                     |          |                 |       |            |           |
| Tolleson, Hailey J.            |                     | Address on File  |                     |          |                 |       |            |           |
| Tolley, Caitlin D.             |                     | Address on File  |                     |          |                 |       |            |           |
| Tolley, Sarah M.               |                     | Address on File  |                     |          |                 |       |            |           |
| Tomaselli, Denise M.           |                     | Address on File  |                     |          |                 |       |            |           |
| Tomitribe Corporation          | Att Accounting Team | 1519 6th Street - Suite 503                              |                     |          | Santa Monica    | CA    | 90401      |           |
| Tomko, Catherine               |                     | Address on File  |                     |          |                 |       |            |           |
| Tomme, Melissa                 |                     | Address on File  |                     |          |                 |       |            |           |
| Tomoko Marineau                |                     | Address on File  |                     |          |                 |       |            |           |
| Ton Savon, LLC La Chatelaine   |                     | 8 Arbolado Court   |                     |          | Manhattan Beach | CA    | 90266      |           |
| Tong, Brenden                  |                     | Address on File  |                     |          |                 |       |            |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName       | Address1                               | Address2   | Address3 | City         | State | Zip        | Country   |
|-------------------------------|--------------------------|--|------------|----------|--------------|-------|------------|-----------|
| Tonga, Katalina O.            |                          | Address on File                        |            |          |              |       |            |           |
| Tonos, Luis A.                |                          | Address on File                        |            |          |              |       |            |           |
| Tooker-Colalillo, Mark A.     |                          | Address on File                        |            |          |              |       |            |           |
| TOOLETRIES LLC                |                          | 23 Halford St                          |            |          | Brisbane     | QLD   | 4006       | Australia |
| TOOLETRIES LLC                |                          | 729 N Washington Ave                   |            |          | Minneapolis  | MN    | 55401      |           |
| Tooletries LLC                |                          | 4470 W Sunset Blvd #90185              |            |          | Los Angeles  | CA    | 90027      |           |
| TOOLETRIES LLC                |                          | 4470 W Sunset Blvd                     |            |          | Los Angeles  | CA    | 90027      |           |
| ToolsGroup, Inc.              |                          | 75 Federal Street Suite 920            |            |          | Boston       | MA    | 02110      |           |
| Top Knobs (USA) Inc           |                          | P. O. Box 7411246                      |            |          | Chicago      | IL    | 60674-1246 |           |
| Toppan Merrill LLC            |                          | 1501 Energy Park Drive                 |            |          | St. Paul     | MN    | 55108      |           |
| Torales Jr., Javier           |                          | Address on File                        |            |          |              |       |            |           |
| Torr, Tanner                  |                          | Address on File                        |            |          |              |       |            |           |
| Torres Hernandez, Jonathan    |                          | Address on File                        |            |          |              |       |            |           |
| Torres Jordan, Niangelinette  |                          | Address on File                        |            |          |              |       |            |           |
| Torres Medel, Antonio         |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Anthony C.            |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Carolina              |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Christina             |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Christopher           |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Eveth                 |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Karina D.             |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Luis                  |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Magdalena Z.          |                          | Address on File                        |            |          |              |       |            |           |
| Torres, Tatiana S.            |                          | Address on File                        |            |          |              |       |            |           |
| Torres-Orozco, Victoria       |                          | Address on File                        |            |          |              |       |            |           |
| Torrijos, Saul                |                          | Address on File                        |            |          |              |       |            |           |
| Tortorici, Amanda L.          |                          | Address on File                        |            |          |              |       |            |           |
| TOTAL JUGGLING SRL            |                          | C.C Valecenter, via E.Mattei 1/c       | Marcon     |          | Venice       |       | 30020      | Italy     |
| Total Tooling Technology, Inc |                          | 1475 Elmhurst Rd                       |            |          | Elk Grove    | IL    | 60007-6400 |           |
| Totes Isotoner Corporation    |                          | PO Box 208321                          |            |          | Dallas       | TX    | 75320-8321 |           |
| Touma, Michael E.             |                          | Address on File                        |            |          |              |       |            |           |
| Toussaint, Jakob              |                          | Address on File                        |            |          |              |       |            |           |
| Tovar Jr., Pablo              |                          | Address on File                        |            |          |              |       |            |           |
| Town & Country Camelback, LLC | Attn James Shough        | 2021 E. Camelback Road.,<br>Suite A38  |            |          | Phoenix      | AZ    | 85016      |           |
| Town & Country SC, LLC        |                          | PO Box 92107                           |            |          | Las Vegas    | NV    | 89193      |           |
| Town Center at Boca Raton     |                          | 225 W Washington Street                |            |          | Indianapolis | IN    | 46204      |           |
| Town of Corte Madera          | Business License Section | Corte Madera Town Hall P.O.<br>Box 159 |            |          | Corte Madera | CA    | 94976-0159 |           |
| Town of Corte Madera          |                          | 300 Tamalpais                          |            |          | Corte Madera | CA    | 94925-1418 |           |
| Town of Fairview              |                          | 372 Town Place                         |            |          | Fairview     | TX    | 75069      |           |
| Town of Fairview, TX          |                          | 372 Town Place                         |            |          | Fairview     | TX    | 75069      |           |
| Town of Natick                | City Clerks Office       | 13 East Central Street                 |            |          | Natick       | MA    | 01760      |           |
| Town of Natick                |                          | 13 East Central Street                 |            |          | Natick       | MA    | 01760      |           |
| Town of Parker                |                          | P.O. Box 5602                          |            |          | Denver       | CO    | 80217      |           |
| Town Square Ventures, L.P.    |                          | 30 South Meridian Street               | Suite 1100 |          | Indianapolis | IN    | 46204      |           |
| Towneplace Suites             |                          | 3010 Wood St                           |            |          | Lansing      | MI    | 48906      |           |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName  | CreditorNoticeName                   | Address1                             | Address2             | Address3 | City            | State | Zip        | Country |
|---|--------------------------------------|--------------------------------------|----------------------|----------|-----------------|-------|------------|---------|
| Townsend, Christopher                               |                                      | Address on File                      |                      |          |                 |       |            |         |
| Township of Livingston, NJ                          |                                      | 357 South Livingston Avenue          |                      |          | Livingston      | NJ    | 07039      |         |
| Townson, Kimberly                                   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Towsley, Tucker                                     |                                      | Address on File                      |                      |          |                 |       |            |         |
| Toy Investments, Inc. DBA<br>Toysmith               |                                      | 3101 West Valley Hwy. East           |                      |          | Sumner          | WA    | 98390      |         |
| TOYSMITH INVESTMENTS, INC.<br>DBA TOYSMITH          |                                      | 3101 West Valley Hwy E               |                      |          | Sumner          | WA    | 98390      |         |
| Trabucco, Brittany N.                               |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tracey M Kuennen LLC                                |                                      | 1601 N. Sepulveda Blvd #639          |                      |          | Manhattan Beach | CA    | 90266      |         |
| TRACI CASTRO  |                                      | Address on File                      |                      |          |                 |       |            |         |
| TRACI HEITZ   |                                      | Address on File                      |                      |          |                 |       |            |         |
| TRACY LEWIS   |                                      | Address on File                      |                      |          |                 |       |            |         |
| TRACY ZANDER  |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tracy, Jakob R.                                     |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tragarz, Lee-Anne                                   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Trajlinek, Anthony P.                               |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Emily   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Kimberly                                      |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Korlan  |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Stephen V.                                    |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Trang   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Van   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Tran, Vi T.   |                                      | Address on File                      |                      |          |                 |       |            |         |
| Trane U.S. Inc                                      |                                      | 3600 Pammel Creek Rd.                |                      |          | La Crosse       | WI    | 54601      |         |
| Transcon Shipping Co., Inc.                         |                                      | 525 S Douglas Street #280            |                      |          | El Segundo      | CA    | 90245      |         |
| Transporter IntermodalLogistics                     |                                      | 1 Kellaway Drive                     |                      |          | Randolph        | MA    | 02368      |         |
| Travelers Casualty and Surety<br>Company of America |                                      | One Tower Square, H.O. Bond,<br>CR04 |                      |          | HARTFORD        | CT    | 06183      |         |
| Travelers Choice Travelware                         |                                      | 2805 S. Reservoir St                 |                      |          | Pomona          | CA    | 91766      |         |
| Travelers Property Casualty<br>Company of America   | Travelers, Enterprise<br>Development | One Tower Square                     |                      |          | Hartford        | CT    | 06183      |         |
| Travelon  |                                      | Travelon Lockbox #774407             | 4407 Solution Center |          | Chicago         | IL    | 60677-4004 |         |
| TRAVELON  |                                      | 11333 Addison Avenue Suite<br>200    |                      |          | Franklin Park   | IL    | 60131      |         |
| Traverse Systems                                    |                                      | 1490 Southwest Freeway Suite<br>300  |                      |          | Sugar Land      | TX    | 77478      |         |
| Travis County Tax Collector<br>(Austin)             |                                      | P.O. Box 970                         |                      |          | Austin          | TX    | 78767-0970 |         |
| Trazo Design, LLC                                   |                                      | 2508 Cedarwood Drive                 |                      |          | Germantown      | TN    | 38138      |         |
| TREA 3010 Bridgepointe Parkway<br>LLC               | c/o TH Real Estate                   | 560 Mission St., 10th Floor          |                      |          | San Francisco   | CA    | 94105      |         |
| TREA 3010 BRIDGEPOINTE<br>PARKWAY LLC               |                                      | 2800 Leavenworth Street, #260        |                      |          | San Francisco   | CA    | 94133      |         |
| Treanton, Kaylin M.                                 |                                      | Address on File                      |                      |          |                 |       |            |         |
| Treasurer Arlington County                          | Commissioner of the Revenue          | 2100 Clarendon Blvd, #200            |                      |          | Arlington       | VA    | 22201-5403 |         |
| Treasurer Arlington County                          |                                      | 2100 Clarendon Blvd, #200            |                      |          | Arlington       | VA    | 22201-5403 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                          | CreditorNoticeName          | Address1                             | Address2 | Address3 | City           | State | Zip        | Country |
|---------------------------------------|-----------------------------|--------------------------------------|----------|----------|----------------|-------|------------|---------|
| Treasurer of Guam                     | Unclaimed Property Division | PO Box 7420                          |          |          | Tamuning       | GU    | 96932      |         |
| Treasurer of State of Ohio            |                             | 30 E Broad St #9                     |          |          | Columbus       | OH    | 43215      |         |
| Treasurer, State of Connecticut       | Unclaimed Property Division | P.O. Box 150435                      |          |          | Hartford       | CT    | 06115-0435 |         |
| Treat Jr., Lawrence J.                |                             | Address on File                      |          |          |                |       |            |         |
| Trebilcock, Jay                       |                             | Address on File                      |          |          |                |       |            |         |
| Tree House Law LLP                    |                             | 10250 Constellation Blvd., Suite 100 |          |          | Los Angeles    | CA    | 90067      |         |
| TreeKeeper, LLC                       |                             | 5079 West 2100 South                 | Unit A   |          | West Valley    | UT    | 84120      |         |
| Trefcer, Karen                        |                             | Address on File                      |          |          |                |       |            |         |
| Trejo, Ana C.                         |                             | Address on File                      |          |          |                |       |            |         |
| Trejos, Adela M.                      |                             | Address on File                      |          |          |                |       |            |         |
| Trent, Victoria                       |                             | Address on File                      |          |          |                |       |            |         |
| Trestrail, William A.                 |                             | Address on File                      |          |          |                |       |            |         |
| Tretler, Jessica S.                   |                             | Address on File                      |          |          |                |       |            |         |
| Trevino, Alejandra                    |                             | Address on File                      |          |          |                |       |            |         |
| Trevino, Caroline                     |                             | Address on File                      |          |          |                |       |            |         |
| Trevino, Eric M.                      |                             | Address on File                      |          |          |                |       |            |         |
| Trevizo, Bianca M.                    |                             | Address on File                      |          |          |                |       |            |         |
| Trevor Nguyen                         |                             | Address on File                      |          |          |                |       |            |         |
| Trezza, Sam M.                        |                             | Address on File                      |          |          |                |       |            |         |
| Triadex Services, LLC                 |                             | 5334 Primrose Lake Cir               |          |          | Tampa          | FL    | 33647      |         |
| Triboro Elevator Consultants Corp.    |                             | 181 Hillside Avenue                  | 2nd FL   |          | Williston Park | NY    | 11596      |         |
| Trifilio, Maggie                      |                             | Address on File                      |          |          |                |       |            |         |
| Trigg, Pamela                         |                             | Address on File                      |          |          |                |       |            |         |
| Trimble MAPS                          |                             | PO Box 204769                        |          |          | Dallas         | TX    | 75320      |         |
| Trimble, Courtney A.                  |                             | Address on File                      |          |          |                |       |            |         |
| Trintech Inc                          |                             | PO Box 205367                        |          |          | Dallas         | TX    | 75320-5367 |         |
| Triple B Cleaning, Inc.               |                             | 10720 Miller Rd                      | #214     |          | Dallas         | TX    | 75238      |         |
| Tripler, Julissa                      |                             | Address on File                      |          |          |                |       |            |         |
| Triplet, Alexander S.                 |                             | Address on File                      |          |          |                |       |            |         |
| Tripp, Melinda                        |                             | Address on File                      |          |          |                |       |            |         |
| Troglia, Jaden                        |                             | Address on File                      |          |          |                |       |            |         |
| Trojanek, Dyllon M.                   |                             | Address on File                      |          |          |                |       |            |         |
| TROVE BRANDS, LLC                     |                             | 250 S 850 E                          |          |          | Lehi           | UT    | 84043      |         |
| Troy Commons LLC                      |                             | 1334 Mapelawn Dr                     |          |          | Troy           | MI    | 48084      |         |
| TROY COMMONS, L.L.C.                  | c/o Stuart Frankel          | 1334 Mapelawn Drive                  |          |          | Troy           | MI    | 48084      |         |
| Troy, Alexis                          |                             | Address on File                      |          |          |                |       |            |         |
| Troyer, Casey J.                      |                             | Address on File                      |          |          |                |       |            |         |
| Tru Earth Environmental Products Inc. |                             | 607-220 Brew St.                     |          |          | Port Moody     | BC    | V3H0H6     | Canada  |
| TRUDEAU                               |                             | 850 Remington Blvd                   |          |          | Bolingbrook    | IL    | 60440      |         |
| TRUDEAU                               |                             | 3407 SW 106th                        |          |          | Seattle        | WA    | 98146      |         |
| TRUDEAU                               |                             | 1803 Broadway #202                   |          |          | Nashville      | TN    | 37203      |         |
| Trudeau Corporation                   |                             | 10440 Woodward Avenue                |          |          | Woodridge      | IL    | 60517-4934 |         |
| True Fabrications, Inc.               |                             | 3668 Albion Place North              |          |          | Seattle        | WA    | 98103      |         |
| TRUFFLE                               |                             | 3981 S Clermont St                   |          |          | Englewood      | CO    | 80113      |         |
| Trujillo, Litzzy V.                   |                             | Address on File                      |          |          |                |       |            |         |
| Trujillo, Michael F.                  |                             | Address on File                      |          |          |                |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                        | CreditorNoticeName   | Address1                     | Address2   | Address3 | City              | State | Zip        | Country |
|-------------------------------------|----------------------|------------------------------|------------|----------|-------------------|-------|------------|---------|
| TRUNK OUTLET                        |                      | 565 Blossom Rd.              |            |          | Rochester         | NY    | 14610      |         |
| Truong, Hien T.                     |                      | Address on File              |            |          |                   |       |            |         |
| Truong, Stephanie                   |                      | Address on File              |            |          |                   |       |            |         |
| Trutanich, Olga L.                  |                      | Address on File              |            |          |                   |       |            |         |
| Trystar LLC                         |                      | 1955 Stephenson Highway      |            |          | Troy              | MI    | 48083      |         |
| Tsambarlis, Andrea                  |                      | Address on File              |            |          |                   |       |            |         |
| Tsiftilis, Helen                    |                      | Address on File              |            |          |                   |       |            |         |
| Tsosie, Brittany D.                 |                      | Address on File              |            |          |                   |       |            |         |
| Tsukahira, Jarred K.                |                      | Address on File              |            |          |                   |       |            |         |
| TSYS Merchant Solutions             |                      | 1601 Dodge St                |            |          | Omaha             | NE    | 68102      |         |
| TTEC Digital, LLC DBA Voice Foundry |                      | 6132 S Fiddlers Green Circle | Suite 100N |          | Greenwood Village | CO    | 80111      |         |
| TTEC Digital, LLC DBA Voice Foundry |                      | 9197 S Peoria St             |            |          | Englewood         | CO    | 80112      |         |
| Tuck, Kevin                         |                      | Address on File              |            |          |                   |       |            |         |
| Tucker, Katherine M.                |                      | Address on File              |            |          |                   |       |            |         |
| Tucker, Toni                        |                      | Address on File              |            |          |                   |       |            |         |
| Tucson Electric Power Company       |                      | 88 E. Broadway Blvd.         |            |          | Tucson            | AZ    | 85701      |         |
| Tucson Electric Power Company       |                      | PO Box 5171                  |            |          | Harlan            | IA    | 51593-0671 |         |
| Tucson Mail                         | Attn General Manager | 4500 N. Oracle Road          |            |          | Tucson            | AZ    | 85705      |         |
| Tudgay, Claudine M.                 |                      | Address on File              |            |          |                   |       |            |         |
| Tudgay, Rachael                     |                      | Address on File              |            |          |                   |       |            |         |
| Tuft and Paw Incorporated           |                      | 312-319 East 7th Ave         |            |          | Vancouver         | BC    | V5T1M9     | Canada  |
| Tull, Noah                          |                      | Address on File              |            |          |                   |       |            |         |
| Tull, Wendy H.                      |                      | Address on File              |            |          |                   |       |            |         |
| Tullis, Jane A.                     |                      | Address on File              |            |          |                   |       |            |         |
| Tullo, Joseph A.                    |                      | Address on File              |            |          |                   |       |            |         |
| Tullo, Lesly M.                     |                      | Address on File              |            |          |                   |       |            |         |
| Tullos, Codey W.                    |                      | Address on File              |            |          |                   |       |            |         |
| Tungaturti, Aravind                 |                      | Address on File              |            |          |                   |       |            |         |
| Tunney, Joan                        |                      | Address on File              |            |          |                   |       |            |         |
| Tuno, Brianna                       |                      | Address on File              |            |          |                   |       |            |         |
| Turaga, Archana M.                  |                      | Address on File              |            |          |                   |       |            |         |
| Turbo Sales and Leasing             |                      | P.O. Box 981                 |            |          | Gainesville       | GA    | 30503      |         |
| Turco, Brianne E.                   |                      | Address on File              |            |          |                   |       |            |         |
| Turgeon, Maureen A.                 |                      | Address on File              |            |          |                   |       |            |         |
| Turkot, Doreen E.                   |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Amy                         |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Andrea                      |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Dana D.                     |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Heather J.                  |                      | Address on File              |            |          |                   |       |            |         |
| Turner, James B.                    |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Shelby L.                   |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Shiree                      |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Taj                         |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Virginia                    |                      | Address on File              |            |          |                   |       |            |         |
| Turner, Wilson W.                   |                      | Address on File              |            |          |                   |       |            |         |
| Turrubiates, Irving                 |                      | Address on File              |            |          |                   |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                       | CreditorNoticeName                | Address1                         | Address2                | Address3 | City                | State | Zip        | Country |
|------------------------------------|-----------------------------------|----------------------------------|-------------------------|----------|---------------------|-------|------------|---------|
| Tusa, Alexandra                    |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tuscan South Village, LLC          | Attn Lease Administration         | c/o Tuscan Market                | 51 South Broadway #1648 |          | Salem               | NH    | 03079      |         |
| Tuscan South Village, LLC          | Nutter, McClennen & Fish LLP      | Attn Michael Kushnir, Esq.       | 155 Seaport Boulevard   |          | Boston              | MA    | 02110      |         |
| Tuscan South Village, LLC.         |                                   | PO Box 1648                      |                         |          | Salem               | NH    | 03079      |         |
| Tusler, Marianna K.                |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tuthill, Luke S.                   |                                   | Address on File                  |                         |          |                     |       |            |         |
| TVEyes Inc.                        |                                   | 1150 Post Road                   |                         |          | Fairfield           | CT    | 06824      |         |
| Twachtman, David                   |                                   | Address on File                  |                         |          |                     |       |            |         |
| TWEE                               |                                   | 1241 Carpenter Street            |                         |          | Philadelphia        | PA    | 19147      |         |
| TWEEZERMAN INTERNATIONAL           |                                   | 332 Gifford Dr                   |                         |          | Coppell             | TX    | 75019      |         |
| Tweezerman International, LLC      |                                   | 2 Tri Harbor Court               |                         |          | Port Washington     | NY    | 11050      |         |
| TWELVE SOUTH                       |                                   | 1503 King Street #201            |                         |          | Charleston          | SC    | 29405      |         |
| Twelve South, LLC                  |                                   | 1503 King Street                 | Suite 201               |          | Charleston          | SC    | 29405      |         |
| Twiggs, Gwendolyn I.               |                                   | Address on File                  |                         |          |                     |       |            |         |
| Twiggs, Martha O.                  |                                   | Address on File                  |                         |          |                     |       |            |         |
| Twilio                             |                                   | 375 Beale Street Suite 300       |                         |          | San Francisco       | CA    | 94105      |         |
| Twilley, Pamela A.                 |                                   | Address on File                  |                         |          |                     |       |            |         |
| Twitty, Michelle                   |                                   | Address on File                  |                         |          |                     |       |            |         |
| Two K Witt and Associates Inc.     |                                   | 2660 N Drury Lane                |                         |          | Arlington Hts       | IL    | 60004      |         |
| Tworkiewicz, Maria                 |                                   | Address on File                  |                         |          |                     |       |            |         |
| Twos Company Inc                   |                                   | 500 Saw Mill River Road          |                         |          | Elmsford            | NY    | 10523      |         |
| TXU Energy                         |                                   | PO BOX 650638                    |                         |          | Dallas              | TX    | 75265-0638 |         |
| TXU Energy                         |                                   | 6555 Sierra Drive                |                         |          | Irving              | TX    | 75039      |         |
| TXU Energy Receivables Company LLC | Gabriel R. Castro / Rumi Thompson | 1925 West John Carpenter Freeway |                         |          | IRVING              | TX    | 75063      |         |
| Ty, Richard                        |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyler, Alyssa M.                   |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyler-Vann, Christian              |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyner, Alonzo                      |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyree, Lucinda M.                  |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyskiewicz, Dana                   |                                   | Address on File                  |                         |          |                     |       |            |         |
| Tyson, Marquietta M.               |                                   | Address on File                  |                         |          |                     |       |            |         |
| TZUMI ELECTRONICS LLC              |                                   | 16 E 34th St                     |                         |          | New York            | NY    | 10016      |         |
| Tzumi Electronics, LLC.            |                                   | 16 East 34th street, 3rd Floor   |                         |          | New York            | NY    | 10016      |         |
| U Brands, LLC                      |                                   | 27121 Calle Arroyo               | Suite 2220              |          | San Juan Capistrano | CA    | 92675      |         |
| U S Metro-Line Services            |                                   | 1111 North Floyd Road            |                         |          | Richardson          | TX    | 75080      |         |
| U.S.TAPE COMPANY INC.              |                                   | 2452 Quakertown Road             | Ste 300                 |          | Pennsburg           | PA    | 18073      |         |
| Ubillus, Freddy                    |                                   | Address on File                  |                         |          |                     |       |            |         |
| Ubistor, Inc                       |                                   | 1111 N Plaza Dr Ste 600          |                         |          | Schaumburg          | IL    | 60173-4963 |         |
| U-BRANDS, LLC                      |                                   | 23046 Avenida de la Carlota      | Ste 700                 |          | Laguna Hills        | CA    | 92653      |         |
| UBS-Utility Billing Services       | c/o Central Arkansas Water        | 221 East Capitol Ave             |                         |          | Little Rock         | AR    | 77202      |         |
| UBS-Utility Billing Services       |                                   | P.O. Box 8100                    |                         |          | Little Rock         | AR    | 72203-8100 |         |
| Uchida of America Corp             |                                   | PO Box 30429                     |                         |          | Los Angeles         | CA    | 90030-0429 |         |
| UCHIDA OF AMERICA, CORP.           |                                   | 3535 DEL AMO BLVD                |                         |          | TORRANCE            | CA    | 90503      |         |
| Udes, Kassandra                    |                                   | Address on File                  |                         |          |                     |       |            |         |
| Udumukwu, Kennedy O.               |                                   | Address on File                  |                         |          |                     |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
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| CreditorName                             | CreditorNoticeName  | Address1  | Address2                        | Address3         | City            | State | Zip        | Country |
|--|---|---|---------------------------------|------------------|-----------------|-------|------------|---------|
| Uecker, Kathleen S.                      |   | Address on File   |                                 |                  |                 |       |            |         |
| Uhrich, Annabell                         |   | Address on File   |                                 |                  |                 |       |            |         |
| UKG Inc.                                 | Attn Accounting Department                                | 1485 North Park Drive   |                                 |                  | Weston          | FL    | 33326      |         |
| UKG Kronos Systems LLC                   |   | PO Box 845748   |                                 |                  | Boston          | MA    | 02284-5748 |         |
| UKG, Inc.                                |   | 900 Chelmsford St   |                                 |                  | Lowell          | MA    | 01851      |         |
| UKG, Inc.                                |   | 2250 North Commerce Parkway   |                                 |                  | Weston          | FL    | 33326      |         |
| Ulbrich, Barton W.                       |   | Address on File   |                                 |                  |                 |       |            |         |
| Ulbrich, Michele Y.                      |   | Address on File   |                                 |                  |                 |       |            |         |
| Uline                                    |   | P.O. Box 88741  |                                 |                  | Chicago         | IL    | 60680-1741 |         |
| Uline Shipping Supplies                  |   | PO Box 88741  |                                 |                  | Chicago         | IL    | 60680-1741 |         |
| Ullom, Chris                             |   | Address on File   |                                 |                  |                 |       |            |         |
| ULTRA PRO INTERNATIONAL LLC              |   | 6049 Slauson Avenue   |                                 |                  | Commerce        | CA    | 90040      |         |
| Ultra Pro International LLC              |   | 6049 E. Slauson Avenue  |                                 |                  | Commerce        | CA    | 90040      |         |
| Umanzor, Ruth                            |   | Address on File   |                                 |                  |                 |       |            |         |
| Umbas, Raymond                           |   | Address on File   |                                 |                  |                 |       |            |         |
| UMBRA                                    |   | 40 Emblem Court   |                                 |                  | Toronto         | ON    | M1S 1P8    | Canada  |
| Umbra                                    |   | Room 15, Woorksop 65-V, Valiant Ind.                                  | Bldg 2-12 AU PUI Wan St         |                  | FO TAN, KOWLOON |       | 518001     | China   |
| UMBRA                                    |   | 1705 Broadway   |                                 |                  | Buffalo         | NY    | 14212      |         |
| Umbra HK Limited                         |   | Room 15, Woorksop 65-V, Valiant Ind.                                  | Bldg 2-12 AU PUI Wan St         |                  | FO TAN, KOWLOON |       | 518001     | China   |
| Umbra HK Limited                         |   | P.O. Box 8000, Dept. No. 554  |                                 |                  | Buffalo         | NY    | 14267      |         |
| UNDER THE ROOF DECORATING USA, LLC       |   | PO Box 34280, 1610 - 37 Street S.W.                                   |                                 |                  | Calgary         | AB    | T3C 3P1    | Canada  |
| Under the Roof Decorating USA, LLC       |   | PO Box 34280  |                                 |                  | Calgary         | AB    | T3C 3P1    | Canada  |
| Unidays Inc                              |   | 434 West 33rd Street  | Suite 830                       |                  | New York        | NY    | 10001      |         |
| Unified Valet Parking                    |   | 99 S. Chester Ave.  | Suite 200                       |                  | Pasadena        | CA    | 91106      |         |
| Union Parish Sales & Use Tax Commission  |   | PO Box 903  |                                 |                  | Ruston          | LA    | 71273-0903 |         |
| Unique Logistics International (NYC) LLC |   | PO Box 225246   |                                 |                  | Dallas          | TX    | 75222      |         |
| United HealthCare Services, Inc.         |   | 9900 Bren Rd. E   |                                 |                  | Minnetonka      | MN    | 55343      |         |
| United HealthCare Services, Inc.         |   | 9800 Health Care Lane   |                                 |                  | Minnetonka      | MN    | 55343      |         |
| United Parcel Service                    |   | PO Box 7247-0244  |                                 |                  | Philadelphia    | PA    | 19170-0001 |         |
| United Rentals                           |   | PO Box 840514   |                                 |                  | Dallas          | TX    | 75284-0514 |         |
| United Rentals                           |   | P.O. Box 100711   |                                 |                  | Atlanta         | GA    | 30384-0711 |         |
| United States                            | Attorney-In-Charge<br>International Trade Field<br>Office | U.S. Department of Justice  | Commercial Litigation<br>Branch | 26 Federal Plaza | New York        | NY    | 10278      |         |
| United States                            | Office of the U.S. Trade<br>Representative                | General Counsel Joseph L.<br>Barloon Office of the General<br>Counsel | 600 17th Street, NW             |                  | Washington      | DC    | 20006      |         |
| United States                            | U.S. Customs & Border<br>Protection                       | Chief Counsel Scott K. Falk<br>Office of Chief Counsel                | 1300 Pennsylvania Ave.,<br>NW   |                  | Washington      | DC    | 20229      |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName                                | Address1  | Address2                          | Address3 | City            | State | Zip        | Country |
|--|---|---|-----------------------------------|----------|-----------------|-------|------------|---------|
| United States  | U.S. Department of Justice                        | Attorney-In-Charge Commercial Litigation Branch | 1100 L Street, NW                 |          | Washington      | DC    | 20530      |         |
| United States Treasury   |   | IRS   |                                   |          | KANSAS CITY     | MO    | 64999-0002 |         |
| United States Treasury   |   | Internal Revenue Service                        |                                   |          | Ogden           | UT    | 84201-0012 |         |
| UNITIL NH Gas Operations   |   | PO Box 981077                                   |                                   |          | Boston          | MA    | 02298-1077 |         |
| UNITIL NH Gas Operations   |   | 6 Liberty Lane West                             |                                   |          | Hampton         | NH    | 03842-1720 |         |
| Universal Custom Display   |   | 9104 Elkmont Way                                |                                   |          | Elk Grove       | CA    | 95683      |         |
| Universal Maintenance  |   | 350 Piercy Road                                 |                                   |          | San Jose        | CA    | 95138      |         |
| University Products  |   | P.O. Box 101                                    |                                   |          | Holyoke         | MA    | 01041      |         |
| UNIVERSITY PRODUCTS  |   | 517 Main St                                     |                                   |          | Holyoke         | MA    | 01040      |         |
| Unplugged Goods  |   | 695 Minnesota Street                            | Suite A                           |          | San Francisco   | CA    | 94133      |         |
| Upchurch, Jade H.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Upper Canada Soap & Candle Makers                                |   | 5875 Chedworth Way                              |                                   |          | Mississauga     | ON    | L5R 3L9    | Canada  |
| Upper Merion Sewer Revenue                                       |   | 175 West Valley Forge Road                      |                                   |          | King of Prussia | PA    | 19406-1802 |         |
| Upper Merion Township  |   | 175 W. Valley Forge Road                        | Attn Business Tax Office          |          | King of Prussia | PA    | 19406      |         |
| UPS Freight  |   | 28013 Network Place                             |                                   |          | Chicago         | IL    | 60673-1280 |         |
| Urban Sr., Migel E.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urban, Jennifer  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urbanec, Lucie L.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urbani, Arlene Z.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urbin, John C.   |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urbina De Montano, Sonia   |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urias Jr., Roberto A.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Uribe, Esteban   |   | Address on File                                 |                                   |          |                 |       |            |         |
| Uricher, Lori A.   |   | Address on File                                 |                                   |          |                 |       |            |         |
| Urrutibeheity, Elizabeth   |   | Address on File                                 |                                   |          |                 |       |            |         |
| US Attorney Office, Southern District of Texas                   | Civil Process Clerk for the U.S. Attorneys Office | 1000 Louisiana                                  | Suite 2300                        |          | Houston         | TX    | 77002      |         |
| US Chamber of Commerce Foundation                                |   | 1615 H Street NW                                |                                   |          | Washington      | DC    | 20062      |         |
| US Customs and Border Protection                                 | Office of Chief Counsel                           | 1300 Pennsylvania Avenue, Suite 4.4-B           |                                   |          | Washington      | DC    | 20229      |         |
| US Customs and Border Protection                                 | U.S. Customs and Border Protection                | P.O. Box 979126                                 |                                   |          | St. Louis       | MO    | 63197-9000 |         |
| US Trustee for the Southern District of Texas (Houston Division) |   | 515 Rusk Street                                 | Suite 3516                        |          | Houston         | TX    | 77002      |         |
| Usablenet, Inc.  |   | 500 7th Avenue                                  | 8th Floor                         |          | New York        | NY    | 10018      |         |
| User Zoom, Inc.  |   | 1484 Pollard Rd, #271                           |                                   |          | Los Gatos       | CA    | 95032      |         |
| Usi, Roy C.  |   | Address on File                                 |                                   |          |                 |       |            |         |
| Uslanian, Sean   |   | Address on File                                 |                                   |          |                 |       |            |         |
| Ussery Printing Company, Inc.                                    |   | 4201 Airborn Dr.                                |                                   |          | Addison         | TX    | 75001      |         |
| Utah Attorney General  | Attn Bankruptcy Department                        | Utah State Capitol Complex                      | 350 North State Street, Suite 230 |          | Salt Lake City  | UT    | 84114-2320 |         |
| Utah Department of Agriculture & Food                            |   | 4315 South 2700 West                            | TSOB South Bldg, Floor 2          |          | Taylorsville    | UT    | 84129      |         |
| Utah State Tax Commission  |   | 210 N 1950 W                                    |                                   |          | Salt Lake City  | UT    | 84134      |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName          | Address1                    | Address2                     | Address3 | City           | State | Zip        | Country |
|------------------------------------|-----------------------------|-----------------------------|------------------------------|----------|----------------|-------|------------|---------|
| Utah State Treasurer               | Treasurers Office           | Unclaimed Property Division | 168 N 1950 W Suite 102       |          | Salt Lake City | UT    | 84116      |         |
| Utah State Treasurer               | Unclaimed Property Office   | PO Box 142321               |                              |          | Salt Lake City | UT    | 84114      |         |
| Uthman, Aayaat                     |                             | Address on File             |                              |          |                |       |            |         |
| Utley, Aldon C.                    |                             | Address on File             |                              |          |                |       |            |         |
| UWS Post Oak LLC                   | Craig Burt                  | 952 Echo Ln, Suite 130      |                              |          | Houston        | TX    | 77024      |         |
| UWS Post Oak LLC                   |                             | 950 Echo Lane               | Suite 100                    |          | Houston        | TX    | 77024      |         |
| Uzick, Sharon                      |                             | Address on File             |                              |          |                |       |            |         |
| Uzoigwe, Alozie A.                 |                             | Address on File             |                              |          |                |       |            |         |
| Uzoma, Kingsley                    |                             | Address on File             |                              |          |                |       |            |         |
| V. Alexander Transport Systems     |                             | Martinistrasse 61           |                              |          | Bremen         |       | 28195      | Germany |
| Vaca, Alejandra                    |                             | Address on File             |                              |          |                |       |            |         |
| Vaco LLC DBA Focus Search Partners |                             | 5501 Virginia Way           | Suite 120                    |          | Brentwood      | TN    | 37027      |         |
| Valdez, Ariana                     |                             | Address on File             |                              |          |                |       |            |         |
| Valdez, Brandon                    |                             | Address on File             |                              |          |                |       |            |         |
| Valdez, Michael A.                 |                             | Address on File             |                              |          |                |       |            |         |
| Valdez, Sandra                     |                             | Address on File             |                              |          |                |       |            |         |
| Vale, Elaine A.                    |                             | Address on File             |                              |          |                |       |            |         |
| Valencia, Danny                    |                             | Address on File             |                              |          |                |       |            |         |
| Valencia, Jahaira                  |                             | Address on File             |                              |          |                |       |            |         |
| Valencia, Jamir                    |                             | Address on File             |                              |          |                |       |            |         |
| Valencia, Lourdes M.               |                             | Address on File             |                              |          |                |       |            |         |
| Valendrawers, Inc.                 |                             | 555 Dixon St                |                              |          | Lexington      | NC    | 27292-7516 |         |
| Valenti, Susan                     |                             | Address on File             |                              |          |                |       |            |         |
| Valentin Jr., Gilberto             |                             | Address on File             |                              |          |                |       |            |         |
| Valentin, Alejandra                |                             | Address on File             |                              |          |                |       |            |         |
| Valentin, Edwin                    |                             | Address on File             |                              |          |                |       |            |         |
| Valentin, Elexxus                  |                             | Address on File             |                              |          |                |       |            |         |
| Valentino, Donna                   | Pasternack, Tilker, Ziegler | Pasternack, Tilker          | 180 Livingston St, 2nd Floor |          | Brooklyn       | NY    | 11201      |         |
| Valentino, Donna                   |                             | Address on File             |                              |          |                |       |            |         |
| Valenzuela Ramirez, Elvia          |                             | Address on File             |                              |          |                |       |            |         |
| Valenzuela, Donna J.               |                             | Address on File             |                              |          |                |       |            |         |
| Valerie Gore                       |                             | Address on File             |                              |          |                |       |            |         |
| Valero, Raquel                     |                             | Address on File             |                              |          |                |       |            |         |
| VALIA KRAKOW                       |                             | Address on File             |                              |          |                |       |            |         |
| Valladares, Jairo D.               |                             | Address on File             |                              |          |                |       |            |         |
| Valladares, Viridiana              |                             | Address on File             |                              |          |                |       |            |         |
| Valles, Deborah A.                 |                             | Address on File             |                              |          |                |       |            |         |
| Valles, Emily V.                   |                             | Address on File             |                              |          |                |       |            |         |
| Valles, Monica D.                  |                             | Address on File             |                              |          |                |       |            |         |
| Valverde, Miriam C.                |                             | Address on File             |                              |          |                |       |            |         |
| Van Eeuwen, Alibek S.              |                             | Address on File             |                              |          |                |       |            |         |
| Van Gundy, Mike                    |                             | Address on File             |                              |          |                |       |            |         |
| Van Horn IV, Thomas E.             |                             | Address on File             |                              |          |                |       |            |         |
| Van Horn, Camille                  |                             | Address on File             |                              |          |                |       |            |         |
| Van Horn, Christian                |                             | Address on File             |                              |          |                |       |            |         |
| van Kan, Petra                     |                             | Address on File             |                              |          |                |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                | CreditorNoticeName | Address1        | Address2                             | Address3 | City    | State | Zip   | Country |
|-----------------------------|--------------------|-----------------|--------------------------------------|----------|---------|-------|-------|---------|
| Van Staden, Vanessa         |                    | Address on File |                                      |          |         |       |       |         |
| Van Tress, Sarah B.         |                    | Address on File |                                      |          |         |       |       |         |
| Van Wijk, Cecilia M.        |                    | Address on File |                                      |          |         |       |       |         |
| Van, Si Weng                |                    | Address on File |                                      |          |         |       |       |         |
| VanAllen, Kelly L.          |                    | Address on File |                                      |          |         |       |       |         |
| Vance, Tykiem               |                    | Address on File |                                      |          |         |       |       |         |
| Vander Vorst, Alyssa A.     |                    | Address on File |                                      |          |         |       |       |         |
| Vandergriff, Hannah F.      |                    | Address on File |                                      |          |         |       |       |         |
| Vandevender, Aryn G.        |                    | Address on File |                                      |          |         |       |       |         |
| Vanegas Urbina, Fatima D.   |                    | Address on File |                                      |          |         |       |       |         |
| VANESSA CORNEJO             |                    | Address on File |                                      |          |         |       |       |         |
| Vanessa Rincon              |                    | Address on File |                                      |          |         |       |       |         |
| Vang, Chong                 |                    | Address on File |                                      |          |         |       |       |         |
| VanHynden, Timothy          |                    | Address on File |                                      |          |         |       |       |         |
| Vannett, Christal           |                    | Address on File |                                      |          |         |       |       |         |
| Vano, Brittany              | Bivona Law         | Drew Bivona     | 1415 Louisiana Street,<br>29th Floor |          | Houston | TX    | 77002 |         |
| VanSickle, Joy              |                    | Address on File |                                      |          |         |       |       |         |
| Vardakas, Ilias K.          |                    | Address on File |                                      |          |         |       |       |         |
| Varela Ramirez, Jorge A.    |                    | Address on File |                                      |          |         |       |       |         |
| Vargas de Cerabregu, Melisa |                    | Address on File |                                      |          |         |       |       |         |
| Vargas Gonzalez, Sara H.    |                    | Address on File |                                      |          |         |       |       |         |
| Vargas II, Daniel G.        |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Angelo              |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Carlos              |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Frank R.            |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Haley               |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Jeremiah A.         |                    | Address on File |                                      |          |         |       |       |         |
| Vargas, Marsha L.           |                    | Address on File |                                      |          |         |       |       |         |
| Varnell, Zadrain            |                    | Address on File |                                      |          |         |       |       |         |
| Vasilakis, Nicholas         |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Briana K.          |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Cintia             |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Enrique            |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Jeremy R.          |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Juan C.            |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez, Marco A.           |                    | Address on File |                                      |          |         |       |       |         |
| Vasquez-Salgado, Mikayla    |                    | Address on File |                                      |          |         |       |       |         |
| Vass Jr., Darrin            |                    | Address on File |                                      |          |         |       |       |         |
| Vaughan, Ryan W.            |                    | Address on File |                                      |          |         |       |       |         |
| Vaughn, Alexandra N.        |                    | Address on File |                                      |          |         |       |       |         |
| Vaughn, Gina C.             |                    | Address on File |                                      |          |         |       |       |         |
| Vaupel, Kimberly            |                    | Address on File |                                      |          |         |       |       |         |
| Vavoules, Andrew            |                    | Address on File |                                      |          |         |       |       |         |
| Vazquez Jr., Luciano        |                    | Address on File |                                      |          |         |       |       |         |
| Vazquez, Edward             |                    | Address on File |                                      |          |         |       |       |         |
| Vazquez, Jorge              |                    | Address on File |                                      |          |         |       |       |         |
| Vazquez-Jorge, Alberto      |                    | Address on File |                                      |          |         |       |       |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                               | CreditorNoticeName          | Address1                    | Address2    | Address3 | City         | State | Zip        | Country |
|--|-----------------------------|-----------------------------|-------------|----------|--------------|-------|------------|---------|
| Vechnyak, Dina                             |                             | Address on File             |             |          |              |       |            |         |
| VEDEA LLC dba Boot Butler                  |                             | 516 Waterford Terrace       |             |          | Easton       | PA    | 18042      |         |
| Veeder, Diana A.                           |                             | Address on File             |             |          |              |       |            |         |
| Velasco Braxton, Michelle                  |                             | Address on File             |             |          |              |       |            |         |
| Velasco Perez, Eva                         |                             | Address on File             |             |          |              |       |            |         |
| Velasco Sr., Bernie D.                     |                             | Address on File             |             |          |              |       |            |         |
| Velasquez, Angel                           |                             | Address on File             |             |          |              |       |            |         |
| Velasquez, Edgar                           |                             | Address on File             |             |          |              |       |            |         |
| Velasquez, Luis R.                         |                             | Address on File             |             |          |              |       |            |         |
| Velazquez, Carlos E.                       |                             | Address on File             |             |          |              |       |            |         |
| Velazquez-Huerta, Manuel Y.                |                             | Address on File             |             |          |              |       |            |         |
| Velez, Jonathan E.                         |                             | Address on File             |             |          |              |       |            |         |
| Velez, Lizzett A.                          |                             | Address on File             |             |          |              |       |            |         |
| Veloz, Denise                              |                             | Address on File             |             |          |              |       |            |         |
| Vendiola, Vanessa                          |                             | Address on File             |             |          |              |       |            |         |
| Venie, Erica                               |                             | Address on File             |             |          |              |       |            |         |
| Vensas, Trent                              |                             | Address on File             |             |          |              |       |            |         |
| Venters, Jalen                             |                             | Address on File             |             |          |              |       |            |         |
| Ventre, Bailey                             |                             | Address on File             |             |          |              |       |            |         |
| Ventura County Tax Collector               |                             | 800 South Victoria Avenue   |             |          | Ventura      | CA    | 93009      |         |
| Ventura Department of Weights and Measures |                             | 800 South Victoria L#1750   |             |          | Ventura      | CA    | 93009      |         |
| Ventura Department of Weights and Measures |                             | 555 Airport Way, Ste E      |             |          | Camarillo    | CA    | 93030      |         |
| Ventura, Omar A.                           |                             | Address on File             |             |          |              |       |            |         |
| Venuti, Yvonne L.                          |                             | Address on File             |             |          |              |       |            |         |
| Veolia Water New Jersey                    |                             | 69 Devoe Place              |             |          | Hackensack   | NJ    | 07601      |         |
| Veolia Water New Jersey                    |                             | PO Box 371804               |             |          | Pittsburgh   | PA    | 15250      |         |
| Vera Gonzalez, Kimberly                    |                             | Address on File             |             |          |              |       |            |         |
| Vera, Isaac                                |                             | Address on File             |             |          |              |       |            |         |
| Vera, Mia I.                               |                             | Address on File             |             |          |              |       |            |         |
| Veran, Ernest                              |                             | Address on File             |             |          |              |       |            |         |
| Verifone Inc.                              |                             | 2744 University Dr          |             |          | Coral Spring | FL    | 33065      |         |
| Verizon                                    |                             | 1095 Avenue of the Americas |             |          | New York     | NY    | 10036      |         |
| Verizon                                    |                             | PO BOX 15043                |             |          | ALBANY       | NY    | 12212-5043 |         |
| Verma, Gia                                 |                             | Address on File             |             |          |              |       |            |         |
| Vermilion Parish School Board              |                             | P.O. Box 1508               |             |          | Abbeville    | LA    | 70511-1508 |         |
| Vermilyea, Jennifer                        |                             | Address on File             |             |          |              |       |            |         |
| Vermont Attorney General                   | Attn Bankruptcy Department  | 109 State St.               |             |          | Montpelier   | VT    | 05609-1001 |         |
| Vermont Department of Taxes                |                             | PO Box 547                  |             |          | Montpelier   | VT    | 05601      |         |
| Vermont State Treasurers Office            | Unclaimed Property Division | 109 State Street            |             |          | Montpelier   | VT    | 05609-6200 |         |
| Vernon Parish Sales Tax Department         |                             | 117 Belview Road            |             |          | Leesville    | LA    | 71446      |         |
| Veronica McDougal                          |                             | Address on File             |             |          |              |       |            |         |
| Versino Jr., Victor                        |                             | Address on File             |             |          |              |       |            |         |
| Vertex Inc                                 |                             | Vertex Inc. W510248         | PO Box 7777 |          | Philadelphia | PA    | 19175-0248 |         |
| Vertiv Corporation                         |                             | PO Box 70474                |             |          | Chicago      | IL    | 60673      |         |
| Vervaeet, Jennifer                         |                             | Address on File             |             |          |              |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName   | Address1                                 | Address2                      | Address3      | City                | State | Zip        | Country |
|--|----------------------|--|-------------------------------|---------------|---------------------|-------|------------|---------|
| VERY GREAT INC.                          |                      | 52 Mercer Street Floor 3                 |                               |               | New York            | NY    | 10013      |         |
| VERY GREAT INC.                          |                      | 110 Vista Centre Drive                   |                               |               | Forest              | VA    | 24551      |         |
| Very Great, Inc.                         |                      | 52 Mercer St                             | Flr 3                         |               | New York            | NY    | 10013      |         |
| Vesotsky, Miah E.                        |                      | Address on File                          |                               |               |                     |       |            |         |
| VESTERGAARD FRANDSEN INC / DBA LIFESTRAW |                      | 333 W. Ostend St                         | Suite 300                     |               | Baltimore           | MD    | 21230      |         |
| Vestergaard Frandsen Inc. DBA LifeStraw  |                      | 333 W. Ostend Street                     |                               |               | Catonsville         | MD    | 21228      |         |
| VH Group LLC                             |                      | 1933 S Broadway                          | Suite 1054                    |               | Los Angeles         | CA    | 90007      |         |
| VH GROUP LLC (Vietnam Housewares)        |                      | 1933 S Broadway                          | Suite 1054                    |               | Los Angeles         | CA    | 90007      |         |
| VH GROUP LLC (Vietnam Housewares)        |                      | Binh Phuoc B                             | Binh Chuan Ward               | Thuan An Dist | Binh Duong Province |       | 590000     | Vietnam |
| VI TRAN                                  |                      | Address on File                          |                               |               |                     |       |            |         |
| VIA Seaport Residences                   |                      | 5 Fan Pier Blvd                          | 4th Floor Leasing Office      |               | Boston              | MA    | 02210      |         |
| Vias, Sheryl D.                          |                      | Address on File                          |                               |               |                     |       |            |         |
| Viaavid Broadcasting Corporation         |                      | 118-998 Harbourside Drive                |                               |               | North Vancouver     | BC    | V7P 3T2    | Canada  |
| Vibes Media LLC                          |                      | PO Box 256                               |                               |               | Willow Springs      | IL    | 60480      |         |
| Vicars, Anna E.                          |                      | Address on File                          |                               |               |                     |       |            |         |
| Vickers, Shelby                          |                      | Address on File                          |                               |               |                     |       |            |         |
| Vickery, Amanda L.                       |                      | Address on File                          |                               |               |                     |       |            |         |
| Victa, Erich L.                          |                      | Address on File                          |                               |               |                     |       |            |         |
| VICTORIA FAY FAUGHNAN                    |                      | Address on File                          |                               |               |                     |       |            |         |
| Victoria Koonce                          |                      | Address on File                          |                               |               |                     |       |            |         |
| Victoria Nguyen                          |                      | Address on File                          |                               |               |                     |       |            |         |
| VICTORIA WOODS                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Vidaurrazaga, Piero A.                   |                      | Address on File                          |                               |               |                     |       |            |         |
| Viers, Jason T.                          |                      | Address on File                          |                               |               |                     |       |            |         |
| Viet Hoang                               |                      | Address on File                          |                               |               |                     |       |            |         |
| Vigil V, Eddie                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Vigil, Gino                              |                      | Address on File                          |                               |               |                     |       |            |         |
| Vigil, Jill H.                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Viktor Metzger                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Vilarino, Luis                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Villa Lighting Supply, Inc.              |                      | 2929 Chouteau Ave                        |                               |               | Saint Louis         | MO    | 63103-2903 |         |
| Villa, Jose R.                           |                      | Address on File                          |                               |               |                     |       |            |         |
| Villa, Luz J.                            |                      | Address on File                          |                               |               |                     |       |            |         |
| Villacorta, Kevin G.                     |                      | Address on File                          |                               |               |                     |       |            |         |
| VILLAGE FV, LTD                          | Attn Retail Division | Lincoln Property Company Commercial, LLC | 8111 Douglas Ave., Suite 6000 |               | Dallas              | TX    | 75225      |         |
| Village FV, Ltd                          |                      | 2000 McKinney Avenue                     | Suite 1000                    |               | Dallas              | TX    | 75201      |         |
| Village FV, Ltd.                         |                      | PO Box 841086                            |                               |               | Dallas              | TX    | 75284      |         |
| Village of Northbrook                    |                      | 1225 Cedar Lane                          |                               |               | Northbrook          | IL    | 60062      |         |
| Village of Oak Brook                     |                      | 26018 Network Place                      |                               |               | Chicago             | IL    | 60673-1260 |         |
| Village Of Schaumburg                    |                      | P.O. Box 5919                            |                               |               | Carol Stream        | IL    | 60197-5919 |         |
| Village of Schaumburg, IL                |                      | 101 Schaumburg Ct                        |                               |               | Schaumburg          | IL    | 60193-1881 |         |
| Villa-Giroux, Christopher G.             |                      | Address on File                          |                               |               |                     |       |            |         |
| Villagomez, Ilia Y.                      |                      | Address on File                          |                               |               |                     |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                     | CreditorNoticeName                | Address1                         | Address2          | Address3         | City       | State | Zip        | Country |
|--|-----------------------------------|----------------------------------|-------------------|------------------|------------|-------|------------|---------|
| Villalobos, Jesus                                |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalobos, Jose L.                              |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalobos, Veronica I.                          |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalpando, Evelin                              |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalta-Vaca, Evitelio A.                       |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalva, David A.                               |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villalva, Kevin A.                               |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villanueva, Jaida Z.                             |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villanueva, Kathyrine                            |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villareal, Haley                                 |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villarial, Gregory F.                            |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villegas, David                                  |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villegas, Javier                                 |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villegas, Jonathan R.                            |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villegas, Lailah M.                              |                                   | Address on File                  |                   |                  |            |       |            |         |
| Villegas-Chavez, Joyce A.                        |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vim Recyclers Lp                                 |                                   | PO Box 848                       |                   |                  | Aurora     | IL    | 60507-0848 |         |
| Vinakom  |                                   | 860 Remington Road               |                   |                  | Schaumburg | IL    | 60173      |         |
| Vinakom Communications                           |                                   | 860 Remington Rd                 |                   |                  | Schaumburg | IL    | 60173      |         |
| Vince Thompson                                   |                                   | Address on File                  |                   |                  |            |       |            |         |
| VINCENT ODOM FERTITTA                            |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vincent, Jennifer                                |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vincent, Shontelle M.                            |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vineta Whitten                                   |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vingara, Laura                                   |                                   | Address on File                  |                   |                  |            |       |            |         |
| Vinglace, LLC                                    |                                   | 6711 Stella Link Blvd Suite 165  |                   |                  | Houston    | TX    | 77005      |         |
| Vinson & Elkins LLP                              |                                   | 845 Texas Ave Suite 4700         |                   |                  | Houston    | TX    | 77002      |         |
| Vinson, Tamara                                   |                                   | Address on File                  |                   |                  |            |       |            |         |
| Violante, Andre                                  |                                   | Address on File                  |                   |                  |            |       |            |         |
| Viot, Gabrielle S.                               |                                   | Address on File                  |                   |                  |            |       |            |         |
| VIRA Insight, LLC                                |                                   | 2701 S Valley Parkway            |                   |                  | Lewisville | TX    | 75067      |         |
| ViralSweep dba AppHub LLC                        |                                   | 116 Huntington Avenue 15th Floor |                   |                  | Boston     | MA    | 02116      |         |
| Viramontes, Joaquin R.                           |                                   | Address on File                  |                   |                  |            |       |            |         |
| Viray, Kristin A.                                |                                   | Address on File                  |                   |                  |            |       |            |         |
| Virden, Stacy D.                                 |                                   | Address on File                  |                   |                  |            |       |            |         |
| Virellas Jr., Alfred                             |                                   | Address on File                  |                   |                  |            |       |            |         |
| Virgin Islands Office of the Lieutenant Governor | Division of Banking and Insurance | Unclaimed Property               | 5049 Kongens Gade | Charlotte Amalie | St Thomas  | VI    | 00802-6487 |         |
| Virginia Attorney General                        | Attn Bankruptcy Department        | 202 North Ninth St               |                   |                  | Richmond   | VA    | 23219      |         |
| Virginia Department Of Taxation                  | 011-Sales Taxes                   | P.O. Box 1115                    |                   |                  | Richmond   | VA    | 23218-1115 |         |
| Virginia Department Of Taxation                  |                                   | PO Box 2369                      |                   |                  | Richmond   | VA    | 23218      |         |
| Virginia Department of Treasury                  | Unclaimed Property Division       | PO Box 2478                      |                   |                  | Richmond   | VA    | 23218      |         |
| Virginia Mayorquin                               |                                   | Address on File                  |                   |                  |            |       |            |         |
| Virginia State Corporation Commission            |                                   | P.O. Box 1880                    |                   |                  | Richmond   | VA    | 23218-1880 |         |
| Visa Mastercard                                  | Joel (Chad) Sizemore              | 8181 Communications Pkwy         |                   |                  | Plano      | TX    | 75024      |         |
| Viscusi, Lisa M.                                 |                                   | Address on File                  |                   |                  |            |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName   | CreditorNoticeName                   | Address1                                 | Address2                    | Address3 | City                  | State | Zip        | Country        |
|--|--------------------------------------|--|-----------------------------|----------|-----------------------|-------|------------|----------------|
| Visitacion, Justin   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vissing, Helen D.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vistra Intermediate Company LLC<br>DBA TXU   |                                      | 6555 Sierra Drive Irving Tx              |                             |          | IRving                | TX    | 75039      |                |
| Vital Records Holdings, LLC  |                                      | Dept. 5874                               | PO Box 11407                |          | Birmingham            | AL    | 35246      |                |
| Vital, Sean  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vitruvi Corporation  |                                      | 500-329 Railway St.                      |                             |          | Vancouver             | BC    | V6A1A4     | Canada         |
| VITRUVI CORPORATION  |                                      | 329 Railway Street                       | #500                        |          | Vancouver             | BC    | V6A1A4     | Canada         |
| VIVANT DECORATIONS B.V.  |                                      | Amerikalaan 21                           |                             |          | Maastricht Airport    |       | 6199 AE    | Netherlands    |
| Vivant Decorations BV  |                                      | Amerikalaan 21                           |                             |          | Maastricht<br>Airport |       | 6199 AH    | Netherlands    |
| Viviana Mirabal  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vivid Wrap Ltd   |                                      | Unit 4                                   | Brassmill Enterprise Centre |          | Bath                  |       | BA1 3JN    | United Kingdom |
| VIVID WRAP LTD   |                                      | 22 High Street                           |                             |          | Corsham               |       | SN13 0HB   | United Kingdom |
| Vixamar, Ivan  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vnoucek, Zoltan M.   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vo, Claire I.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vo, Raymond  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Voelbel, Arlene  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Voeun, Francisca M.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vogel, Michael   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vogel, Sally F.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vollem, Vyshnavi   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Volny, Zuzana  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Volpatti, Daniel   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Volpe, Amanda J.   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Volumatic/Omal   |                                      | PO Box 645727                            |                             |          | Cincinnati            | OH    | 45264-5727 |                |
| VOLUSPA  |                                      | 2900 McCABE WAY                          |                             |          | IRVINE                | CA    | 92614      |                |
| Volz, Natalie A.   |                                      | Address on File                          |                             |          |                       |       |            |                |
| von Edeskuty, Olivia G.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Von Hodenberg, Nadia   |                                      | Address on File                          |                             |          |                       |       |            |                |
| von Oy, Matheu   |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vondruska, Thomas  |                                      | Address on File                          |                             |          |                       |       |            |                |
| VonLewis, Darriion J.  |                                      | Address on File                          |                             |          |                       |       |            |                |
| Vornado Air, LLC   |                                      | 415 E. 13th Street                       |                             |          | Andover               | KS    | 67002      |                |
| Vortex   |                                      | 3198-M Airport Loop                      |                             |          | Costa Mesa            | CA    | 92626-3407 |                |
| Votran, Evelyn   |                                      | Address on File                          |                             |          |                       |       |            |                |
| VRC Companies, LLC., d/b/a Vital<br>Records Control, f/k/a Vital Media<br>Security | Contracting Compliance<br>Department | 868 Mt. Moriah Rd.                       |                             |          | Memphis               | TN    | 38117      |                |
| VRIZE Inc  |                                      | 7320 East Fletcher Avenue                |                             |          | Tampa                 | FL    | 33637      |                |
| Vrize, Inc   |                                      | 7320 East Fletcher Ave Temple<br>Terrace |                             |          | Tampa                 | FL    | 33637      |                |
| VSF Transportation, Inc.   |                                      | 1025 Ken O Sha Ind Park Drive<br>SE      |                             |          | Grand Rapids          | MI    | 49508      |                |
| VSS Transportation Group   | Attn Natalia Pavic                   | 1325 W Belt Line Rd                      |                             |          | Carrollton            | TX    | 75006      |                |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                     | CreditorNoticeName  | Address1                            | Address2            | Address3 | City              | State | Zip        | Country |
|----------------------------------|---------------------|-------------------------------------|---------------------|----------|-------------------|-------|------------|---------|
| VSS Transportation Group, Inc.   |                     | PO Box 610028                       |                     |          | Dallas            | TX    | 75261      |         |
| Vuckovich, Elizabeth E.          |                     | Address on File                     |                     |          |                   |       |            |         |
| Vymetal-Taylor, Mary M.          |                     | Address on File                     |                     |          |                   |       |            |         |
| W Services Group                 |                     | 500 Wheeler Road                    |                     |          | Hauppauge         | NY    | 11788      |         |
| W. J. Hagerty & Sons, Ltd., Inc. |                     | P.O. Box 1496                       |                     |          | South Bend        | IN    | 46624      |         |
| W.M. BARR & COMPANY, INC         |                     | 6750 Lenox Center Court, Suite 200  |                     |          | Memphis           | TN    | 38115      |         |
| W.M. BARR & COMPANY, INC         |                     | 9510 Palmento Dr #4202              |                     |          | Isle Of Palms     | SC    | 29451      |         |
| W.M. Barr & Company, Inc.        |                     | PO Box 2121                         |                     |          | Memphis           | TN    | 38159      |         |
| Waboba, Inc                      |                     | 3850 Holcomb Bridge Road, Suite 270 |                     |          | Peachtree Corners | GA    | 30092      |         |
| Wachowski, Michael T.            |                     | Address on File                     |                     |          |                   |       |            |         |
| Wada, Jane                       |                     | Address on File                     |                     |          |                   |       |            |         |
| Waddington, Paul D.              |                     | Address on File                     |                     |          |                   |       |            |         |
| Wade, Logan B.                   |                     | Address on File                     |                     |          |                   |       |            |         |
| Wadhvani, Gulshan                |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagener, Jacob                   |                     | Address on File                     |                     |          |                   |       |            |         |
| Waggoner, Andrew                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagner, Brooke B.                |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagner, Erica C.                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagner, Jeanne M.                |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagner, Noel L.                  |                     | Address on File                     |                     |          |                   |       |            |         |
| Wagnon, Amelia H.                |                     | Address on File                     |                     |          |                   |       |            |         |
| Waiganjo, Alyannah J.            |                     | Address on File                     |                     |          |                   |       |            |         |
| Wainwright III, Benjamin         |                     | Address on File                     |                     |          |                   |       |            |         |
| Waites, Natasha                  | Shugarman & Mehring | Mehring, Michael                    | 1 N. Charles Street |          | Baltimore         | MD    | 21201      |         |
| Wake County Revenue Department   |                     | PO Box 580084                       |                     |          | Charlotte         | NC    | 28258-0084 |         |
| Wake County Revenue Department   |                     | PO Box 96084                        |                     |          | Charlotte         | NC    | 28296-0084 |         |
| Wakim Banks                      |                     | Address on File                     |                     |          |                   |       |            |         |
| Wakser, Jonathan M.              |                     | Address on File                     |                     |          |                   |       |            |         |
| Walcott, Myles C.                |                     | Address on File                     |                     |          |                   |       |            |         |
| Waldman, Michaela                |                     | Address on File                     |                     |          |                   |       |            |         |
| Walgamotte, Mark                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Bryce H.                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Chakari K.               |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Christopher              |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Cleon                    |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Dawn J.                  |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Jawon R.                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Kadreanna A.             |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Kola                     |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Larissa J.               |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Lynnette D.              |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Patricia D.              |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Paula R.                 |                     | Address on File                     |                     |          |                   |       |            |         |
| Walker, Veronique L.             |                     | Address on File                     |                     |          |                   |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                    | CreditorNoticeName | Address1                  | Address2 | Address3 | City           | State | Zip        | Country   |
|---------------------------------|--------------------|---------------------------|----------|----------|----------------|-------|------------|-----------|
| Walkley, Donald J.              |                    | Address on File           |          |          |                |       |            |           |
| Wall, Hayden                    |                    | Address on File           |          |          |                |       |            |           |
| Wall, Peter C.                  |                    | Address on File           |          |          |                |       |            |           |
| Wallace, Alexandra              |                    | Address on File           |          |          |                |       |            |           |
| Wallace, AriAnna L.             |                    | Address on File           |          |          |                |       |            |           |
| Wallace, Colleen                |                    | Address on File           |          |          |                |       |            |           |
| Wallace, DeAndre W.             |                    | Address on File           |          |          |                |       |            |           |
| Wallace, Elliott C.             |                    | Address on File           |          |          |                |       |            |           |
| Wallace, Mykenzy                |                    | Address on File           |          |          |                |       |            |           |
| Wallace, William M.             |                    | Address on File           |          |          |                |       |            |           |
| Wallander, Barbara J.           |                    | Address on File           |          |          |                |       |            |           |
| Waller, Audrey                  |                    | Address on File           |          |          |                |       |            |           |
| Waller, Kaylee L.               |                    | Address on File           |          |          |                |       |            |           |
| Walles, Deborah E.              |                    | Address on File           |          |          |                |       |            |           |
| Wallflower Management, LLC      |                    | PO Box 29647              |          |          | Dallas         | TX    | 75229-9647 |           |
| Wallington, Alexander           |                    | Address on File           |          |          |                |       |            |           |
| Wallington, Matthew             |                    | Address on File           |          |          |                |       |            |           |
| Wallis, Saesha                  |                    | Address on File           |          |          |                |       |            |           |
| WALLNESS PTY LTD T/A GUMMI PETS |                    | 537 High St.              |          |          | Prahran        | VC    | 3181       | Australia |
| Walls, Alicea                   |                    | Address on File           |          |          |                |       |            |           |
| Walmart, Inc.                   |                    | 702 SW 8th St             |          |          | Bentonville    | AR    | 72712      |           |
| Walsh, Johanna B.               |                    | Address on File           |          |          |                |       |            |           |
| Walsh, Patrick O.               |                    | Address on File           |          |          |                |       |            |           |
| WALTER KNIGHT III               |                    | Address on File           |          |          |                |       |            |           |
| Walters, Michelle P.            |                    | Address on File           |          |          |                |       |            |           |
| Walters, RayLynne K.            |                    | Address on File           |          |          |                |       |            |           |
| Walton & Company                |                    | 1800 Industrial Hwy       |          |          | York           | PA    | 17402      |           |
| Walton, Dominique Y.            |                    | Address on File           |          |          |                |       |            |           |
| Walton, Hannah N.               |                    | Address on File           |          |          |                |       |            |           |
| Walton, Isaiah M.               |                    | Address on File           |          |          |                |       |            |           |
| Walton, Leo                     |                    | Address on File           |          |          |                |       |            |           |
| Walton, Veronica                |                    | Address on File           |          |          |                |       |            |           |
| Wamba, Natalie R.               |                    | Address on File           |          |          |                |       |            |           |
| Wandasan, Trendel C.            |                    | Address on File           |          |          |                |       |            |           |
| Wang, Xiaowei                   |                    | Address on File           |          |          |                |       |            |           |
| Wanless, Christopher W.         |                    | Address on File           |          |          |                |       |            |           |
| Wanta, Tricia R.                |                    | Address on File           |          |          |                |       |            |           |
| WARD, JACQUELINE                |                    | Address on File           |          |          |                |       |            |           |
| Ward, Katrica                   |                    | Address on File           |          |          |                |       |            |           |
| Ward, Lisa D.                   |                    | Address on File           |          |          |                |       |            |           |
| Ward, Randal T.                 |                    | Address on File           |          |          |                |       |            |           |
| Ward, Therianna                 |                    | Address on File           |          |          |                |       |            |           |
| Warder, Matthew P.              |                    | Address on File           |          |          |                |       |            |           |
| Wardlow, Marissa C.             |                    | Address on File           |          |          |                |       |            |           |
| Ware, Kristy                    |                    | Address on File           |          |          |                |       |            |           |
| Warehouse Services, LLC         |                    | 4611 Greer Circle Suite A |          |          | Stone Mountain | GA    | 30188      |           |
| Warlick, Kate                   |                    | Address on File           |          |          |                |       |            |           |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName          | Address1              | Address2     | Address3 | City         | State | Zip        | Country |
|--|-----------------------------|-----------------------|--------------|----------|--------------|-------|------------|---------|
| Warneke, Kennedy                         |                             | Address on File       |              |          |              |       |            |         |
| Warnock, Julianne                        |                             | Address on File       |              |          |              |       |            |         |
| WARP BROS.                               |                             | 4647 W. Augusta Blvd  |              |          | Chicago      | IL    | 60651      |         |
| Warp Bros.                               |                             | PO Box 51400          |              |          | Chicago      | IL    | 60651-0400 |         |
| Warren, ArTazia                          |                             | Address on File       |              |          |              |       |            |         |
| Warren, Ayden J.                         |                             | Address on File       |              |          |              |       |            |         |
| Warren, Briana                           |                             | Address on File       |              |          |              |       |            |         |
| Warren, Hillary                          |                             | Address on File       |              |          |              |       |            |         |
| Warren, Kelsey                           |                             | Address on File       |              |          |              |       |            |         |
| Warren, KyMarria                         |                             | Address on File       |              |          |              |       |            |         |
| Warren, Leigh A.                         |                             | Address on File       |              |          |              |       |            |         |
| Warren, Michael-LeVon                    |                             | Address on File       |              |          |              |       |            |         |
| Warren, Nicole                           |                             | Address on File       |              |          |              |       |            |         |
| Warren, Russell                          |                             | Address on File       |              |          |              |       |            |         |
| Warren, Sonya D.                         |                             | Address on File       |              |          |              |       |            |         |
| Warren, Zackary N.                       |                             | Address on File       |              |          |              |       |            |         |
| Warrior, Erica                           |                             | Address on File       |              |          |              |       |            |         |
| Warshauer, Dina                          |                             | Address on File       |              |          |              |       |            |         |
| Washburn, Jaret                          |                             | Address on File       |              |          |              |       |            |         |
| Washelesky, Mary O.                      |                             | Address on File       |              |          |              |       |            |         |
| Washington Attorney General              | Attn Bankruptcy Department  | 1125 Washington St SE | PO Box 40100 |          | Olympia      | WA    | 98504-0100 |         |
| Washington County                        | Property Tax Payment Center | P.O.Box 3587          |              |          | Portland     | OR    | 97208-3587 |         |
| Washington County                        |                             | P.O.Box 3587          |              |          | Portland     | OR    | 97208-3587 |         |
| Washington Gas                           |                             | PO BOX 37747          |              |          | PHILADELPHIA | PA    | 19101-5047 |         |
| Washington Gas                           |                             | 6801 Industrial Road  |              |          | Springfield  | VA    | 22151      |         |
| Washington Parish Sheriffs Office        |                             | P.O. Drawer 508       |              |          | Franklinton  | LA    | 70438      |         |
| Washington Retail Association            |                             | P.O. Box 2227         |              |          | Olympia      | WA    | 98507-2227 |         |
| Washington State Department of Revenue   |                             | P.O. Box 34051        |              |          | Seattle      | WA    | 98124-1051 |         |
| Washington State Treasurer               | Department of Licensing     | P.O. Box 9048         |              |          | Olympia      | WA    | 98507-9048 |         |
| Washington State Treasurer               |                             | P.O. Box 9048         |              |          | Olympia      | WA    | 98507-9048 |         |
| Washington, Aniyah S.                    |                             | Address on File       |              |          |              |       |            |         |
| Washington, Brian                        |                             | Address on File       |              |          |              |       |            |         |
| Washington, Charity F.                   |                             | Address on File       |              |          |              |       |            |         |
| Washington, Desmond                      |                             | Address on File       |              |          |              |       |            |         |
| Washington, James                        |                             | Address on File       |              |          |              |       |            |         |
| Washington, Keynell                      |                             | Address on File       |              |          |              |       |            |         |
| Washington, MarShay S.                   |                             | Address on File       |              |          |              |       |            |         |
| Washington, Rea                          |                             | Address on File       |              |          |              |       |            |         |
| Washington, Shauna M.                    |                             | Address on File       |              |          |              |       |            |         |
| Washington, Tristan L.                   |                             | Address on File       |              |          |              |       |            |         |
| Washington, Wendell A.                   |                             | Address on File       |              |          |              |       |            |         |
| Wasson, Gina                             |                             | Address on File       |              |          |              |       |            |         |
| WASTE NOT PAPER                          |                             | 125 S Clark St        | Floor 15     |          | Chicago      | IL    | 60603      |         |
| WASTE NOT PAPER                          |                             | 7801 Industrial Drive |              |          | Forest Park  | IL    | 60130      |         |
| WaterOne (Water Dist No 1 of Johnson Co) |                             | PO Box 219432         |              |          | Kansas City  | MO    | 64121-9432 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                             | CreditorNoticeName | Address1               | Address2 | Address3 | City           | State | Zip        | Country |
|--|--------------------|------------------------|----------|----------|----------------|-------|------------|---------|
| WaterOne (Water Dist No 1 of Johnson Co) |                    | 10747 Renner Boulevard |          |          | Lenexa         | KS    | 66219      |         |
| Waters, James L.                         |                    | Address on File        |          |          |                |       |            |         |
| Waters, Kobe G.                          |                    | Address on File        |          |          |                |       |            |         |
| Waters, Shante L.                        |                    | Address on File        |          |          |                |       |            |         |
| Watershed Technology, Inc.               |                    | 360 9th Street         |          |          | San Francisco  | CA    | 94103      |         |
| Watkins, Alyssa M.                       |                    | Address on File        |          |          |                |       |            |         |
| Watkins, John S.                         |                    | Address on File        |          |          |                |       |            |         |
| Watkins, Malaysia                        |                    | Address on File        |          |          |                |       |            |         |
| Watkins, Sarah E.                        |                    | Address on File        |          |          |                |       |            |         |
| Watkins, Scymariya                       |                    | Address on File        |          |          |                |       |            |         |
| Watkiss, Thomas                          |                    | Address on File        |          |          |                |       |            |         |
| Watson Jr., Brandon L.                   |                    | Address on File        |          |          |                |       |            |         |
| Watson, Becca M.                         |                    | Address on File        |          |          |                |       |            |         |
| Watson, Breanna T.                       |                    | Address on File        |          |          |                |       |            |         |
| Watson, Cardelia D.                      |                    | Address on File        |          |          |                |       |            |         |
| Watson, Emily B.                         |                    | Address on File        |          |          |                |       |            |         |
| Watson, Norma A.                         |                    | Address on File        |          |          |                |       |            |         |
| Watson, Suzanne F.                       |                    | Address on File        |          |          |                |       |            |         |
| Watson, Tiio-Etienne                     |                    | Address on File        |          |          |                |       |            |         |
| Watson, Trisha                           |                    | Address on File        |          |          |                |       |            |         |
| Watson, Vaughnesha                       |                    | Address on File        |          |          |                |       |            |         |
| Watt, June E.                            |                    | Address on File        |          |          |                |       |            |         |
| Watt, Kieran G.                          |                    | Address on File        |          |          |                |       |            |         |
| Watt, Lucy S.                            |                    | Address on File        |          |          |                |       |            |         |
| Watts, Brooke M.                         |                    | Address on File        |          |          |                |       |            |         |
| Watts, Hudson                            |                    | Address on File        |          |          |                |       |            |         |
| Watts, Joshua                            |                    | Address on File        |          |          |                |       |            |         |
| Watts, Sonderia                          |                    | Address on File        |          |          |                |       |            |         |
| Wave Sports + Entertainment              |                    | 3003 Pennsylvania Ave  |          |          | Santa Monica   | CA    | 90404      |         |
| Wax, Rachel D.                           |                    | Address on File        |          |          |                |       |            |         |
| Wax, Sarah V.                            |                    | Address on File        |          |          |                |       |            |         |
| Wayman, Ashlyn                           |                    | Address on File        |          |          |                |       |            |         |
| WBM Inc.                                 |                    | 110 Carpenter Avenue   |          |          | Wheeling       | IL    | 60090      |         |
| We Are Talker                            |                    | 1111 Sixth Ave, 300    |          |          | San Diego      | CA    | 92101      |         |
| WE Energies/Wisconsin Electric/Gas       |                    | 231 W. Michigan St.    |          |          | Milwaukee      | WI    | 53203      |         |
| WE Energies/Wisconsin Electric/Gas       |                    | PO Box 6042            |          |          | Carol Stream   | IL    | 60197-6042 |         |
| WEA Southcenter LLC                      |                    | 2049 Century Park East |          |          | Century City   | CA    | 90067      |         |
| Weathers, Tavon                          |                    | Address on File        |          |          |                |       |            |         |
| Weaver Technologies LLC                  |                    | PO Box 2779            |          |          | Fredericksburg | TX    | 78624      |         |
| Weaver, Brayden T.                       |                    | Address on File        |          |          |                |       |            |         |
| Weaver, Keonna                           |                    | Address on File        |          |          |                |       |            |         |
| Weaver, Natalie C.                       |                    | Address on File        |          |          |                |       |            |         |
| Web Analytics Demystified, Inc.          |                    | PO Box 589             |          |          | Camas          | WA    | 98607      |         |
| Webb, Antwan                             |                    | Address on File        |          |          |                |       |            |         |
| Webb, Norma S.                           |                    | Address on File        |          |          |                |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                       | CreditorNoticeName  | Address1                                   | Address2 | Address3 | City             | State | Zip        | Country |
|------------------------------------|---|--|----------|----------|------------------|-------|------------|---------|
| Weber, Ali M.                      |   | Address on File                            |          |          |                  |       |            |         |
| Webne, Karen                       |   | Address on File                            |          |          |                  |       |            |         |
| Webster Parish School Board        |   | P.O. Box 357                               |          |          | Minden           | LA    | 71058-0357 |         |
| Webster, BrieAunna S.              |   | Address on File                            |          |          |                  |       |            |         |
| Webster, Donyell                   |   | Address on File                            |          |          |                  |       |            |         |
| Webster, Tina M.                   |   | Address on File                            |          |          |                  |       |            |         |
| Webster, Toby R.                   |   | Address on File                            |          |          |                  |       |            |         |
| Webster, Tracey M.                 |   | Address on File                            |          |          |                  |       |            |         |
| Weddle, Alicia C.                  |   | Address on File                            |          |          |                  |       |            |         |
| Weecow Enterprises dba Neat Method |   | 304 Princeton Road                         |          |          | Rockville Centre | NY    | 11570      |         |
| Weeks, Deanna                      |   | Address on File                            |          |          |                  |       |            |         |
| Weeks, Michelle                    |   | Address on File                            |          |          |                  |       |            |         |
| Weessies, Foster G.                |   | Address on File                            |          |          |                  |       |            |         |
| Wegler, Grant D.                   |   | Address on File                            |          |          |                  |       |            |         |
| Wegman, Erinn                      |   | Address on File                            |          |          |                  |       |            |         |
| Wehrli, Justine M.                 |   | Address on File                            |          |          |                  |       |            |         |
| Weimorts, Elizabeth                |   | Address on File                            |          |          |                  |       |            |         |
| Weingart, Andrew                   |   | Address on File                            |          |          |                  |       |            |         |
| Weinman, Travis                    |   | Address on File                            |          |          |                  |       |            |         |
| Weinshank, Robert                  |   | Address on File                            |          |          |                  |       |            |         |
| Weinstein, Susan J.                |   | Address on File                            |          |          |                  |       |            |         |
| Weinstock, Bruce A.                |   | Address on File                            |          |          |                  |       |            |         |
| Weisberg Lober, Erynn              |   | Address on File                            |          |          |                  |       |            |         |
| Weispfenning, Karin                |   | Address on File                            |          |          |                  |       |            |         |
| Weiss, Jeremy J.                   |   | Address on File                            |          |          |                  |       |            |         |
| Weitfle, Bonnie J.                 |   | Address on File                            |          |          |                  |       |            |         |
| Weitzel, Michele M.                |   | Address on File                            |          |          |                  |       |            |         |
| Welch, Kashney                     |   | Address on File                            |          |          |                  |       |            |         |
| Welch, Michael E.                  |   | Address on File                            |          |          |                  |       |            |         |
| Well Kept Space, LLC.              |   | 1624 Queenstown Rd.                        |          |          | Oklahoma City    | OK    | 73116      |         |
| Wellert, Rebecca F.                |   | Address on File                            |          |          |                  |       |            |         |
| Well-Kept, LLC.                    |   | 608 Cleermont Dr. SE                       |          |          | Huntsville       | AL    | 35801      |         |
| Wells Fargo Bank N A               |   | P. O. Box 77101 Equipment & Vendor Finance |          |          | Minneapolis      | MN    | 55480-7101 |         |
| Wells Fargo Bank, N.A.             | Breanne Archerd   | 600 South Fourth Street, 5th Floor         |          |          | Minneapolis      | MN    | 55415      |         |
| Wells Fargo Bank, N.A.             | Frank Sands   | P.O. Box 63020                             |          |          | San Francisco    | CA    | 94163      |         |
| Wells Fargo Bank, N.A.             |   | 800 Walnut St                              |          |          | Des Moines       | IA    | 50309      |         |
| Wells Fargo Capital Finance LLC    | Maggie Townsend, Danielle Baldinelli, Nathan Keller and Elliott Mcguire | 1100 Abernathy Rd Ste 1600                 |          |          | Altanta          | GA    | 30328-5657 |         |
| Wells Sr., John K.                 |   | Address on File                            |          |          |                  |       |            |         |
| Wells, Hunter P.                   |   | Address on File                            |          |          |                  |       |            |         |
| Wells, Nancy M.                    |   | Address on File                            |          |          |                  |       |            |         |
| Wells, Shirene M.                  |   | Address on File                            |          |          |                  |       |            |         |
| Welly Health PBC                   |   | 700 Nicollet Mall, Suite 800               |          |          | Minneapolis      | MN    | 55402      |         |
| Wendi Christine Sturgis            |   | Address on File                            |          |          |                  |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName          | Address1                       | Address2                     | Address3 | City            | State | Zip        | Country |
|---|-----------------------------|--------------------------------|------------------------------|----------|-----------------|-------|------------|---------|
| Wendy Beigler                               |                             | Address on File                |                              |          |                 |       |            |         |
| Wendy C Peticolas                           |                             | Address on File                |                              |          |                 |       |            |         |
| Wendy Cook                                  |                             | Address on File                |                              |          |                 |       |            |         |
| Wendy Kaufman                               |                             | Address on File                |                              |          |                 |       |            |         |
| Wentz, Chan                                 |                             | Address on File                |                              |          |                 |       |            |         |
| Wentz, Mattie I.                            |                             | Address on File                |                              |          |                 |       |            |         |
| Wenzler, Kathleen                           |                             | Address on File                |                              |          |                 |       |            |         |
| Were, Eva                                   |                             | Address on File                |                              |          |                 |       |            |         |
| Werner Enterprises, Inc.                    |                             | 14507 Frontier Road            |                              |          | Omaha           | NE    | 68138      |         |
| Werner, Melissa L.                          |                             | Address on File                |                              |          |                 |       |            |         |
| Werres Corporation                          |                             | P.O. Box 759022                |                              |          | Baltimore       | MD    | 21275      |         |
| Wertheimer, Barbara A.                      |                             | Address on File                |                              |          |                 |       |            |         |
| Wertz, Faith M.                             |                             | Address on File                |                              |          |                 |       |            |         |
| WESCO Receivable Corp.                      |                             | 501 Avenue R SW                |                              |          | Winterhaven     | FL    | 33880      |         |
| Wesley, Geneen L.                           |                             | Address on File                |                              |          |                 |       |            |         |
| Wessling, Riley                             |                             | Address on File                |                              |          |                 |       |            |         |
| West Baton Rouge Parish                     |                             | P.O. Box 86                    |                              |          | Port Allen      | LA    | 70767-0086 |         |
| West Carroll Parish School Board            |                             | 410 Willis Street              |                              |          | Oak Grove       | LA    | 71263      |         |
| West Des Moines Municipal Services          |                             | PO Box 402002                  |                              |          | Des Moines      | IA    | 50940-2002 |         |
| West Des Moines Municipal Services          |                             | 1505 Railroad Ave              |                              |          | West Des Moines | IA    | 50265      |         |
| West Emory, LLC                             |                             | 3505 Hennepin Avenue S         |                              |          | Minneapolis     | MN    | 55408      |         |
| West Feliciana Parish                       |                             | PO Box 1910                    |                              |          | St Francisville | LA    | 70775      |         |
| West Monroe Partners, LLC                   |                             | 311 W Monroe St 14th Floor     |                              |          | Chicago         | IL    | 60606      |         |
| West View Water Authority                   |                             | PO Box 6295                    |                              |          | Hermitage       | PA    | 16148-0923 |         |
| West View Water Authority                   |                             | 210 Perry Highway              |                              |          | Pittsburgh      | PA    | 15229      |         |
| West Virginia Attorney General              | Attn Bankruptcy Department  | State Capitol Bldg 1 Rm E-26   | 1900 Kanawha Blvd., East     |          | Charleston      | WV    | 25305      |         |
| West Virginia Office of the State Treasurer | Unclaimed Property Division | State Capitol Room E-145       | 1900 Kanawha Boulevard, East |          | Charleston      | WV    | 25305      |         |
| West Virginia State Tax Department          |                             | P.O. Box 1826                  |                              |          | Charleston      | WV    | 25327-1826 |         |
| WEST WINDSOR PLAZA ASSOCIATES LLC           |                             | 820 Morris Turnpike            |                              |          | Short Hills     | NJ    | 07078      |         |
| WEST WINDSOR PLAZA ASSOCIATES, LLC          | Director of Leasing         | 820 Morris Turnpike, Suite 301 |                              |          | Short Hills     | NJ    | 07078      |         |
| West Windsor Township                       | Attn Jay Piro               | 390 Veterans Blvd.             |                              |          | Carlstadt       | NJ    | 07072      |         |
| West, Chad R.                               |                             | Address on File                |                              |          |                 |       |            |         |
| West, Jason L.                              |                             | Address on File                |                              |          |                 |       |            |         |
| West, Sabrina N.                            |                             | Address on File                |                              |          |                 |       |            |         |
| Westbrook, Brent A.                         |                             | Address on File                |                              |          |                 |       |            |         |
| Westbrook, Marissa                          |                             | Address on File                |                              |          |                 |       |            |         |
| Westbrooks- Stevensons, Raelind             |                             | Address on File                |                              |          |                 |       |            |         |
| Westchester Co. Dept of Consumer Protection |                             | 148 Martine Avenue, Room 407   |                              |          | White Plains    | NY    | 10601-3311 |         |
| Weste, Jahsi                                |                             | Address on File                |                              |          |                 |       |            |         |
| Westenhaver, Hildegard J.                   |                             | Address on File                |                              |          |                 |       |            |         |
| Westergard, Brandon E.                      |                             | Address on File                |                              |          |                 |       |            |         |



Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                      | CreditorNoticeName            | Address1                            | Address2               | Address3 | City          | State | Zip        | Country |
|-----------------------------------|-------------------------------|-------------------------------------|------------------------|----------|---------------|-------|------------|---------|
| Westerman, Jai                    |                               | Address on File                     |                        |          |               |       |            |         |
| Westfall, Vanessa                 |                               | Address on File                     |                        |          |               |       |            |         |
| Westfield LLC                     | Attn Legal Department         | 2049 Century Park East, 41st Floor  |                        |          | Los Angeles   | CA    | 90067      |         |
| Westfield Property Management LLC |                               | 2049 Century Park East              | Floor 41               |          | Los Angeles   | CA    | 90067      |         |
| Westin, Debra                     |                               | Address on File                     |                        |          |               |       |            |         |
| Westover, Brycelyn                |                               | Address on File                     |                        |          |               |       |            |         |
| WESTROADS MALL, L.L.C.            | Attn General Manager          | 10000 California Street, Suite 1221 |                        |          | Omaha         | NE    | 68114      |         |
| Westroads Mall, L.L.C.            | Attn Law/Lease Administration | c/o General Growth Properties, Inc. | 110 North Wacker Drive |          | Chicago       | IL    | 60606      |         |
| Westroads Oaks, Inc.              |                               | P.O. Box 860447                     |                        |          | Minneapolis   | MN    | 55486      |         |
| Wetherby, Lauren D.               |                               | Address on File                     |                        |          |               |       |            |         |
| Wetzel, Katarina K.               |                               | Address on File                     |                        |          |               |       |            |         |
| Wex Health, Inc.                  |                               | PO Box 9528                         |                        |          | Fargo         | ND    | 58106-9528 |         |
| WEX Health, Inc.                  |                               | 4321 20th Avenue S                  |                        |          | Fargo         | ND    | 58103      |         |
| WGSN                              |                               | 232 West 44th Street                | 7th Floor              |          | New York      | NY    | 10036      |         |
| WHAT DO YOU MEME, LLC             |                               | 233 spring St, 5th Floor West       |                        |          | New York      | NY    | 10013      |         |
| Whatley, Iliyasha                 |                               | Address on File                     |                        |          |               |       |            |         |
| Wheeler, Anita M.                 |                               | Address on File                     |                        |          |               |       |            |         |
| Wheeler, Daniel                   |                               | Address on File                     |                        |          |               |       |            |         |
| Wheeler, Laura                    |                               | Address on File                     |                        |          |               |       |            |         |
| Wheelhouse, Ashley E.             |                               | Address on File                     |                        |          |               |       |            |         |
| Whelchel, Jennifer                |                               | Address on File                     |                        |          |               |       |            |         |
| Whetstone, Chad                   |                               | Address on File                     |                        |          |               |       |            |         |
| Whirlpool Corporation             |                               | 2000 N M-63                         |                        |          | Benton Harbor | MI    | 49022      |         |
| Whitaker, DaMarcus                |                               | Address on File                     |                        |          |               |       |            |         |
| Whitaker, Perri                   |                               | Address on File                     |                        |          |               |       |            |         |
| White III, William                |                               | Address on File                     |                        |          |               |       |            |         |
| White, Alayna G.                  |                               | Address on File                     |                        |          |               |       |            |         |
| White, Brandon                    |                               | Address on File                     |                        |          |               |       |            |         |
| White, Christina                  |                               | Address on File                     |                        |          |               |       |            |         |
| White, Christopher F.             |                               | Address on File                     |                        |          |               |       |            |         |
| White, Danielle Q.                |                               | Address on File                     |                        |          |               |       |            |         |
| White, David                      |                               | Address on File                     |                        |          |               |       |            |         |
| White, Destinee                   |                               | Address on File                     |                        |          |               |       |            |         |
| White, Donny L.                   |                               | Address on File                     |                        |          |               |       |            |         |
| White, Elizabeth R.               |                               | Address on File                     |                        |          |               |       |            |         |
| White, Eric                       |                               | Address on File                     |                        |          |               |       |            |         |
| White, Evelyn M.                  |                               | Address on File                     |                        |          |               |       |            |         |
| White, Jenna J.                   |                               | Address on File                     |                        |          |               |       |            |         |
| White, Jess                       |                               | Address on File                     |                        |          |               |       |            |         |
| White, Jocelyn                    |                               | Address on File                     |                        |          |               |       |            |         |
| White, John D.                    |                               | Address on File                     |                        |          |               |       |            |         |
| White, Joshua R.                  |                               | Address on File                     |                        |          |               |       |            |         |
| White, Kari                       |                               | Address on File                     |                        |          |               |       |            |         |
| White, Keon L.                    |                               | Address on File                     |                        |          |               |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                  | CreditorNoticeName                                  | Address1                       | Address2 | Address3 | City        | State | Zip     | Country |
|-------------------------------|---|--------------------------------|----------|----------|-------------|-------|---------|---------|
| White, Maurice A.             |   | Address on File                |          |          |             |       |         |         |
| White, Nathaniel L.           |   | Address on File                |          |          |             |       |         |         |
| White, Olivia G.              |   | Address on File                |          |          |             |       |         |         |
| White, Opal M.                |   | Address on File                |          |          |             |       |         |         |
| White, Ryan C.                |   | Address on File                |          |          |             |       |         |         |
| White, Shannon A.             |   | Address on File                |          |          |             |       |         |         |
| Whitefield, Danielle          |   | Address on File                |          |          |             |       |         |         |
| Whiteford, Shannon            |   | Address on File                |          |          |             |       |         |         |
| Whitehead, Dustan             |   | Address on File                |          |          |             |       |         |         |
| Whitehead, Elaine I.          |   | Address on File                |          |          |             |       |         |         |
| Whiteside, Megan              |   | Address on File                |          |          |             |       |         |         |
| Whiteside, Shuquandra M.      |   | Address on File                |          |          |             |       |         |         |
| Whiting Jr., Jeffrey H.       |   | Address on File                |          |          |             |       |         |         |
| Whiting-Turner Contracting Co |   | 300 E Joppa Road               |          |          | Baltimore   | MD    | 21286   |         |
| Whitman, Grace                |   | Address on File                |          |          |             |       |         |         |
| Whitmer, Kristin              |   | Address on File                |          |          |             |       |         |         |
| WHITMOR, INC.                 |   | 8680 Swinnea Road, Ste 103     |          |          | Southaven   | MS    | 38671   |         |
| Whitmor, Inc.                 |   | P.O. Box 1000/Dept. 109        |          |          | Memphis     | TN    | 38148   |         |
| WHITNEY DARWIN                |   | Address on File                |          |          |             |       |         |         |
| Whitney Elliott               |   | Address on File                |          |          |             |       |         |         |
| Whitney, Jon                  |   | Address on File                |          |          |             |       |         |         |
| Whittington, Shawn G.         |   | Address on File                |          |          |             |       |         |         |
| WHOLESOME SOLUTIONS LLC       |   | 2424 S IH 35                   |          |          | Austin      | TX    | 78704   |         |
| WHOOSH INC                    |   | 38 Greensboro Drive            |          |          | Etobicoke   | ON    | M9W 1E1 | Canada  |
| WHOOSH! Inc.                  |   | 185 Bridgeland Avenue          | Unit 111 |          | Toronto     | ON    | M6A 1Y7 | Canada  |
| Wicks, Lisa A.                |   | Address on File                |          |          |             |       |         |         |
| Widman, Kate                  |   | Address on File                |          |          |             |       |         |         |
| Wiebke, Kendra L.             |   | Address on File                |          |          |             |       |         |         |
| Wiederin, Katie               |   | Address on File                |          |          |             |       |         |         |
| Wiegel, Cassandra             |   | Address on File                |          |          |             |       |         |         |
| Wies, Gabriel                 |   | Address on File                |          |          |             |       |         |         |
| Wiggins, Nicholas             |   | Address on File                |          |          |             |       |         |         |
| Wildberger, Jennifer          |   | Address on File                |          |          |             |       |         |         |
| Wilder, Aaron L.              |   | Address on File                |          |          |             |       |         |         |
| Wilder, Lydia B.              |   | Address on File                |          |          |             |       |         |         |
| Wilder, Taylor                |   | Address on File                |          |          |             |       |         |         |
| Wiley, Melinda                |   | Address on File                |          |          |             |       |         |         |
| Wiley, Thomas                 |   | Address on File                |          |          |             |       |         |         |
| Wilf Law Firm, LLP            | Attn Legal Notice West<br>Windsor - Container Store | 820 Morris Turnpike, Suite 100 |          |          | Short Hills | NJ    | 07078   |         |
| Wilfred, Kelvin               |   | Address on File                |          |          |             |       |         |         |
| Wilhelm, Thomas B.            |   | Address on File                |          |          |             |       |         |         |
| Wilkes, Brian C.              |   | Address on File                |          |          |             |       |         |         |
| Wilkes, Jameisha              |   | Address on File                |          |          |             |       |         |         |
| Wilkes, Rachel E.             |   | Address on File                |          |          |             |       |         |         |
| Wilkinson Sr., Keith          |   | Address on File                |          |          |             |       |         |         |
| Wilkinson, Joe                |   | Address on File                |          |          |             |       |         |         |
| Will Pergakes                 |   | Address on File                |          |          |             |       |         |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                  | CreditorNoticeName   | Address1        | Address2 | Address3 | City      | State | Zip        | Country |
|---|----------------------|-----------------|----------|----------|-----------|-------|------------|---------|
| Willems, Danielle M.                          |                      | Address on File |          |          |           |       |            |         |
| WILLERT HOME PRODUCTS                         |                      | 4044 Park Ave   |          |          | St. Louis | MO    | 63110      |         |
| Willert Home Products                         |                      | P.O Box 790051  |          |          | St.Louis  | MO    | 63179-0051 |         |
| Willet, Amanda N.                             |                      | Address on File |          |          |           |       |            |         |
| Willetts, Malcolm                             |                      | Address on File |          |          |           |       |            |         |
| William Perkins                               |                      | Address on File |          |          |           |       |            |         |
| William Scotsman Inc dba Willscot Mobile Mini | Attn Cash Department | PO Box 7144     |          |          | Pasadena  | CA    | 91109-7144 |         |
| WILLIAM T HAMLLEN JR                          |                      | Address on File |          |          |           |       |            |         |
| William Yeung                                 |                      | Address on File |          |          |           |       |            |         |
| Williams III, Calvin                          |                      | Address on File |          |          |           |       |            |         |
| Williams Jr., Andrew M.                       |                      | Address on File |          |          |           |       |            |         |
| Williams Jr., Prence P.                       |                      | Address on File |          |          |           |       |            |         |
| Williams Jr., vincent D.                      |                      | Address on File |          |          |           |       |            |         |
| Williams, Alicia D.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Althea                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Amirah                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Angela S.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Aubyn G.                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Ayana D.                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Bielka F.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Brandi                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Breck                               |                      | Address on File |          |          |           |       |            |         |
| Williams, Bria                                |                      | Address on File |          |          |           |       |            |         |
| Williams, Brian E.                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Byron                               |                      | Address on File |          |          |           |       |            |         |
| Williams, Colleen M.                          |                      | Address on File |          |          |           |       |            |         |
| Williams, Corbin A.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Courtney                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Dakota                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Demerius                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Deonne M.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Devin                               |                      | Address on File |          |          |           |       |            |         |
| Williams, Diann                               |                      | Address on File |          |          |           |       |            |         |
| Williams, Donald L.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Dyshaun                             |                      | Address on File |          |          |           |       |            |         |
| Williams, Ebony                               |                      | Address on File |          |          |           |       |            |         |
| Williams, Elisabeth G.                        |                      | Address on File |          |          |           |       |            |         |
| Williams, Fernieck M.                         |                      | Address on File |          |          |           |       |            |         |
| Williams, Gerald D.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, Ian J.                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Ivana N.                            |                      | Address on File |          |          |           |       |            |         |
| Williams, Janice                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Jasmine                             |                      | Address on File |          |          |           |       |            |         |
| Williams, Jaydan                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Kelvin                              |                      | Address on File |          |          |           |       |            |         |
| Williams, Kimani M.                           |                      | Address on File |          |          |           |       |            |         |
| Williams, LaVerne C.                          |                      | Address on File |          |          |           |       |            |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName           | CreditorNoticeName | Address1        | Address2 | Address3 | City | State | Zip | Country |
|------------------------|--------------------|-----------------|----------|----------|------|-------|-----|---------|
| Williams, Letitia      |                    | Address on File |          |          |      |       |     |         |
| Williams, Maria M.     |                    | Address on File |          |          |      |       |     |         |
| Williams, Mikevia      |                    | Address on File |          |          |      |       |     |         |
| Williams, Monique R.   |                    | Address on File |          |          |      |       |     |         |
| Williams, Naiyah       |                    | Address on File |          |          |      |       |     |         |
| Williams, Natasha      |                    | Address on File |          |          |      |       |     |         |
| Williams, Nicholas A.  |                    | Address on File |          |          |      |       |     |         |
| Williams, Pamela       |                    | Address on File |          |          |      |       |     |         |
| Williams, Patricia A.  |                    | Address on File |          |          |      |       |     |         |
| Williams, Rachae L.    |                    | Address on File |          |          |      |       |     |         |
| Williams, Ruth         |                    | Address on File |          |          |      |       |     |         |
| Williams, Sedric       |                    | Address on File |          |          |      |       |     |         |
| Williams, Shayla       |                    | Address on File |          |          |      |       |     |         |
| Williams, Sonya        |                    | Address on File |          |          |      |       |     |         |
| Williams, Stephen      |                    | Address on File |          |          |      |       |     |         |
| Williams, Tara N.      |                    | Address on File |          |          |      |       |     |         |
| Williams, Trinity M.   |                    | Address on File |          |          |      |       |     |         |
| Williams, Wendy M.     |                    | Address on File |          |          |      |       |     |         |
| Williamson, Andrew     |                    | Address on File |          |          |      |       |     |         |
| Williamson, Jennifer   |                    | Address on File |          |          |      |       |     |         |
| Williamson, Richard P. |                    | Address on File |          |          |      |       |     |         |
| Williford, Alaina C.   |                    | Address on File |          |          |      |       |     |         |
| Williky, Hayley B.     |                    | Address on File |          |          |      |       |     |         |
| Willingham, Jack       |                    | Address on File |          |          |      |       |     |         |
| Willingham, Jocelyn    |                    | Address on File |          |          |      |       |     |         |
| Willis, Felisha        |                    | Address on File |          |          |      |       |     |         |
| Willis, Jasmyn         |                    | Address on File |          |          |      |       |     |         |
| Willison, Daniel A.    |                    | Address on File |          |          |      |       |     |         |
| Willms, Jeanna K.      |                    | Address on File |          |          |      |       |     |         |
| Wills, Candice         |                    | Address on File |          |          |      |       |     |         |
| Wills, Dayne A.        |                    | Address on File |          |          |      |       |     |         |
| Wills, Hunter K.       |                    | Address on File |          |          |      |       |     |         |
| Wills, Samantha K.     |                    | Address on File |          |          |      |       |     |         |
| Willsey, Debra L.      |                    | Address on File |          |          |      |       |     |         |
| Willwerth, David W.    |                    | Address on File |          |          |      |       |     |         |
| Wilmesmeier, Bonnie    |                    | Address on File |          |          |      |       |     |         |
| Wilson I, Devin L.     |                    | Address on File |          |          |      |       |     |         |
| Wilson III, Leon P.    |                    | Address on File |          |          |      |       |     |         |
| Wilson, Alexandria M.  |                    | Address on File |          |          |      |       |     |         |
| Wilson, Alishia M.     |                    | Address on File |          |          |      |       |     |         |
| Wilson, Andrew C.      |                    | Address on File |          |          |      |       |     |         |
| Wilson, Ashira G.      |                    | Address on File |          |          |      |       |     |         |
| Wilson, Benjamin D.    |                    | Address on File |          |          |      |       |     |         |
| Wilson, Charles H.     |                    | Address on File |          |          |      |       |     |         |
| Wilson, Courtney       |                    | Address on File |          |          |      |       |     |         |
| Wilson, Emeri          |                    | Address on File |          |          |      |       |     |         |
| Wilson, Emilie         |                    | Address on File |          |          |      |       |     |         |
| Wilson, Erriol D.      |                    | Address on File |          |          |      |       |     |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                                | CreditorNoticeName         | Address1                   | Address2                | Address3    | City          | State | Zip        | Country |
|---|----------------------------|----------------------------|-------------------------|-------------|---------------|-------|------------|---------|
| Wilson, Heidi                               |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Jack A.                             |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Jaiden                              |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, John                                |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Kevin                               |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Melissa                             |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Melissa A.                          |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Olivia                              |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Serena                              |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Shadiya                             |                            | Address on File            |                         |             |               |       |            |         |
| Wilson, Tykel                               |                            | Address on File            |                         |             |               |       |            |         |
| Wilt, Alexandra L.                          |                            | Address on File            |                         |             |               |       |            |         |
| Wiltshire, Richard A.                       |                            | Address on File            |                         |             |               |       |            |         |
| Wiltshire, Zelika                           |                            | Address on File            |                         |             |               |       |            |         |
| Wimbs, Charles M.                           |                            | Address on File            |                         |             |               |       |            |         |
| Wimer, Emily                                |                            | Address on File            |                         |             |               |       |            |         |
| Winchell, Kathleen R.                       |                            | Address on File            |                         |             |               |       |            |         |
| WINE ENTHUSIAST INC.                        |                            | 200 Summit Lake Drive      |                         |             | Valhalla      | NY    | 10595      |         |
| Wine Wash Co. LLC                           |                            | 135 Benjis Place           |                         |             | The Woodlands | TX    | 77380      |         |
| Winer, Ann W.                               |                            | Address on File            |                         |             |               |       |            |         |
| Winkey, Eric                                |                            | Address on File            |                         |             |               |       |            |         |
| Winkle, John M.                             |                            | Address on File            |                         |             |               |       |            |         |
| Winn Parish School Board Sales & Use Tax    |                            | P.O. Box 430               |                         |             | Winnfield     | LA    | 71483-0430 |         |
| Winn, Haley                                 |                            | Address on File            |                         |             |               |       |            |         |
| Winn, Richard                               |                            | Address on File            |                         |             |               |       |            |         |
| Winning Solutions, Inc. DBA WS Game Company |                            | 66 Summer Street           |                         |             | Manchester    | MA    | 01944      |         |
| Winona Yu                                   |                            | Address on File            |                         |             |               |       |            |         |
| Winstead PC                                 |                            | 2728 N. Harwood St         | 500 Winstead Bldg       |             | Dallas        | TX    | 75201      |         |
| Winston Water Cooler, Ltd                   |                            | PO Box 734472              |                         |             | Dallas        | TX    | 75373-4472 |         |
| Winston, Maurice G.                         |                            | Address on File            |                         |             |               |       |            |         |
| Winter, Emily F.                            |                            | Address on File            |                         |             |               |       |            |         |
| Winter, Ian                                 |                            | Address on File            |                         |             |               |       |            |         |
| Winter, Kelly S.                            |                            | Address on File            |                         |             |               |       |            |         |
| Wintermute, Linda E.                        |                            | Address on File            |                         |             |               |       |            |         |
| Winters, Lolita Y.                          |                            | Address on File            |                         |             |               |       |            |         |
| Wintle, Darren S.                           |                            | Address on File            |                         |             |               |       |            |         |
| Wintz, John J.                              |                            | Address on File            |                         |             |               |       |            |         |
| Winzeler, Joshua P.                         |                            | Address on File            |                         |             |               |       |            |         |
| Wirick, Dylan A.                            |                            | Address on File            |                         |             |               |       |            |         |
| Wisconsin Attorney General                  | Attn Bankruptcy Department | Wisconsin Dept. of Justice | 114 East, State Capitol | PO Box 7857 | Madison       | WI    | 53707-7857 |         |
| Wisconsin Department of Revenue             | Unclaimed Property Unit    | PO Box 8982                |                         |             | Madison       | WI    | 53708-8982 |         |
| Wisconsin Department of Revenue             |                            | P.O. Box 8921              |                         |             | Madison       | WI    | 53708-8921 |         |
| Wisconsin Department of Revenue             |                            | P O Box 8902               |                         |             | Madison       | WI    | 53708-8902 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName | Address1                         | Address2 | Address3 | City          | State | Zip        | Country |
|---|--------------------|----------------------------------|----------|----------|---------------|-------|------------|---------|
| Wisconsin Dept of Financial Institutions  |                    | 4822 Madison Yards Way           |          |          | Madison       | WI    | 53705      |         |
| Wisconsin Dept of Financial Institutions  |                    | 201 W. Washington Ave            |          |          | Madison       | WI    | 53703      |         |
| Wise, Kyle T.                             |                    | Address on File                  |          |          |               |       |            |         |
| Wiseman, Katie                            |                    | Address on File                  |          |          |               |       |            |         |
| Wisher, William                           |                    | Address on File                  |          |          |               |       |            |         |
| Wishoet, Joshua M.                        |                    | Address on File                  |          |          |               |       |            |         |
| Wishoet, Michael E.                       |                    | Address on File                  |          |          |               |       |            |         |
| Wisniewski, Antonia                       |                    | Address on File                  |          |          |               |       |            |         |
| Wistia, Inc.                              |                    | 120 Brookline Street             |          |          | Cambridge     | MA    | 02139      |         |
| Witcher, Teje D.                          |                    | Address on File                  |          |          |               |       |            |         |
| Witenstein, Megan F.                      |                    | Address on File                  |          |          |               |       |            |         |
| Witt, Irina                               |                    | Address on File                  |          |          |               |       |            |         |
| Wm F Hurst Co., LLC dba CRC Inc. of Texas |                    | 2121 Southwest Blvd              |          |          | Wichita       | KS    | 67213      |         |
| Wogu, Kelechi                             |                    | Address on File                  |          |          |               |       |            |         |
| Wohlwend, Betty A.                        |                    | Address on File                  |          |          |               |       |            |         |
| Wolbrink, Laura S.                        |                    | Address on File                  |          |          |               |       |            |         |
| Wold, Scott T.                            |                    | Address on File                  |          |          |               |       |            |         |
| Wolf, Andrew W.                           |                    | Address on File                  |          |          |               |       |            |         |
| Wolf, Jennifer                            |                    | Address on File                  |          |          |               |       |            |         |
| Wolfe, Mathilda                           |                    | Address on File                  |          |          |               |       |            |         |
| Wolff, Samuel                             |                    | Address on File                  |          |          |               |       |            |         |
| Wolf-Fitzgerald, Donna M.                 |                    | Address on File                  |          |          |               |       |            |         |
| Wolfinger, Amber                          |                    | Address on File                  |          |          |               |       |            |         |
| Wolsing, Deneen R.                        |                    | Address on File                  |          |          |               |       |            |         |
| Wolter, Amber                             |                    | Address on File                  |          |          |               |       |            |         |
| Womack Brown, Darcell T.                  |                    | Address on File                  |          |          |               |       |            |         |
| Womens Business Council Southwest         |                    | 5605 N. MacArthur Blvd., Ste 220 |          |          | Irving        | TX    | 75038      |         |
| Wong, Mona S.                             |                    | Address on File                  |          |          |               |       |            |         |
| Wong, Nikhil                              |                    | Address on File                  |          |          |               |       |            |         |
| Wong, Pierce A.                           |                    | Address on File                  |          |          |               |       |            |         |
| Wong, Teresa                              |                    | Address on File                  |          |          |               |       |            |         |
| Wonolo Inc                                |                    | PO Box 736514                    |          |          | Dallas        | TX    | 75373      |         |
| Wood Works Plus                           |                    | 1491 N. Kealy,                   | Suite 24 |          | Lewisville    | TX    | 75057      |         |
| Wood, Christine M.                        |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Jeremy J.                           |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Joshua T.                           |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Laura                               |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Mariah                              |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Taylor                              |                    | Address on File                  |          |          |               |       |            |         |
| Wood, Toni                                |                    | Address on File                  |          |          |               |       |            |         |
| Woodard, Brooke                           |                    | Address on File                  |          |          |               |       |            |         |
| Woodard, Destanie                         |                    | Address on File                  |          |          |               |       |            |         |
| Wooden, Tony                              |                    | Address on File                  |          |          |               |       |            |         |
| Woodlands Metro Center MUD                |                    | PO Box 7829                      |          |          | The Woodlands | TX    | 77387-7829 |         |

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                   | CreditorNoticeName | Address1                  | Address2 | Address3 | City            | State | Zip        | Country |
|--------------------------------|--------------------|---------------------------|----------|----------|-----------------|-------|------------|---------|
| Woodrow, Dylan R.              |                    | Address on File           |          |          |                 |       |            |         |
| Woodruff Sawyer & Co           |                    | PO Box 45057              |          |          | San Francisco   | CA    | 94145-9950 |         |
| Woodruff Sawyer & Co., Inc     |                    | 2 Park Plaza Suite 500    |          |          | Irvine          | CA    | 92614      |         |
| Woods, Kellie A.               |                    | Address on File           |          |          |                 |       |            |         |
| Woods, Maryruth N.             |                    | Address on File           |          |          |                 |       |            |         |
| Woods, Norman A.               |                    | Address on File           |          |          |                 |       |            |         |
| Woodson Jr., Lemuel W.         |                    | Address on File           |          |          |                 |       |            |         |
| Woodson, Cayce                 |                    | Address on File           |          |          |                 |       |            |         |
| Woody, Megan G.                |                    | Address on File           |          |          |                 |       |            |         |
| Wooldrige, LaToya M.           |                    | Address on File           |          |          |                 |       |            |         |
| Wooley, Martranae M.           |                    | Address on File           |          |          |                 |       |            |         |
| Woolridge, Jordan              |                    | Address on File           |          |          |                 |       |            |         |
| Woolridge, Travis              |                    | Address on File           |          |          |                 |       |            |         |
| Woolsey, Laura E.              |                    | Address on File           |          |          |                 |       |            |         |
| Woolwine, Nicolas              |                    | Address on File           |          |          |                 |       |            |         |
| WOOLZIES HOME ESSENTIALS INC.  |                    | 25 Elish parkway          |          |          | Spring Valley   | NY    | 10977      |         |
| Woolzies Home Essentials, Inc. |                    | PO. Box 802               |          |          | Monsey          | NY    | 10952      |         |
| Worcester, Sara G.             |                    | Address on File           |          |          |                 |       |            |         |
| Work4 Labs, Inc                |                    | 2299 Market Street        |          |          | San Francisco   | CA    | 94114      |         |
| Workday, Inc.                  |                    | 6110 Stoneridge Mall Rd   |          |          | Pleasanton      | CA    | 94588      |         |
| Workfront, Inc                 |                    | 345 Park Avenue           |          |          | San Jose        | CA    | 95110      |         |
| Workiva Inc.                   |                    | 2900 University Blvd      |          |          | Ames            | IA    | 50010      |         |
| Workman, Stacy E.              |                    | Address on File           |          |          |                 |       |            |         |
| World Wide Technology, LLC     |                    | 1 World Wide Way          |          |          | St Louis        | MO    | 63146      |         |
| WorldPay, LLC                  |                    | 8500 Governors Hill Drive |          |          | Symmes Township | OH    | 45249      |         |
| Worrall, Abigail H.            |                    | Address on File           |          |          |                 |       |            |         |
| Worthy, Barbara A.             |                    | Address on File           |          |          |                 |       |            |         |
| Wozniak, Charles               |                    | Address on File           |          |          |                 |       |            |         |
| Wrangle, an Ascensus Company   |                    | PO Box 22021              |          |          | New York        | NY    | 10087      |         |
| Wrap Buddies LLC               |                    | 70 Main St                | Suite 23 |          | Warrenton       | VA    | 20186      |         |
| Wren, Katelynne L.             |                    | Address on File           |          |          |                 |       |            |         |
| Wright III, Peter B.           |                    | Address on File           |          |          |                 |       |            |         |
| Wright Jr., Mark S.            |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Aaron D.               |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Adriene C.             |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Alexandra M.           |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Ava N.                 |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Blake E.               |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Brijae A.              |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Chelsi S.              |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Deena M.               |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Emerson R.             |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Jennifer J.            |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Kayla M.               |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Kimberlee B.           |                    | Address on File           |          |          |                 |       |            |         |
| Wright, Kweli I.               |                    | Address on File           |          |          |                 |       |            |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                              | CreditorNoticeName         | Address1                        | Address2                      | Address3 | City         | State | Zip        | Country |
|---|----------------------------|---------------------------------|-------------------------------|----------|--------------|-------|------------|---------|
| Wright, Lashame                           |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, Lindsay M.                        |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, Lisa                              |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, Maureen A.                        |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, Paul D.                           |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, Teresa                            |                            | Address on File                 |                               |          |              |       |            |         |
| Wright, William A.                        |                            | Address on File                 |                               |          |              |       |            |         |
| Wunderkind Corporation                    |                            | 1 World Trade Center Floor 74   |                               |          | New York     | NY    | 10007      |         |
| Wurpts, Alexandra K.                      |                            | Address on File                 |                               |          |              |       |            |         |
| Wursta Jr., Stephen                       |                            | Address on File                 |                               |          |              |       |            |         |
| Wurth Baer Supply Company                 |                            | 909 Forest Edge Drive           |                               |          | Vernon Hills | IL    | 60061-3149 |         |
| WUSTHOF USA, INC                          |                            | 14 Progress Dr, ste 150         | 4th Floor                     |          | Shelton      | CT    | 06484      |         |
| Wusthof-Trident of America, Inc.          |                            | 333 Wilson Avenue               | Fourth Floor                  |          | Norwalk      | CT    | 06854      |         |
| Wyatt, Ariel                              |                            | Address on File                 |                               |          |              |       |            |         |
| Wyatt, Courtney R.                        |                            | Address on File                 |                               |          |              |       |            |         |
| Wynder, Jessica                           |                            | Address on File                 |                               |          |              |       |            |         |
| Wynn, Erika D.                            |                            | Address on File                 |                               |          |              |       |            |         |
| Wynne, Matthew D.                         |                            | Address on File                 |                               |          |              |       |            |         |
| Wyoming Attorney General                  | Attn Bankruptcy Department | 109 State Capitol               |                               |          | Cheyenne     | WY    | 82002      |         |
| Wyoming Department of Revenue             |                            | 122 W 25th Street 2W            |                               |          | Cheyenne     | WY    | 82002      |         |
| Wyoming Treasurers Office                 | Wyoming Unclaimed Property | Herschler Building East         | 122 West 25th St., Suite E300 |          | Cheyenne     | WY    | 82002      |         |
| Wysokowski, Joseph                        |                            | Address on File                 |                               |          |              |       |            |         |
| Xanos, Rhiannon                           |                            | Address on File                 |                               |          |              |       |            |         |
| Xayaseng, Cassie V.                       |                            | Address on File                 |                               |          |              |       |            |         |
| Xcel Energy                               |                            | 414 Nicollet Mall               |                               |          | Minneapolis  | MN    | 55401      |         |
| Xcel Energy                               |                            | PO Box 660553                   |                               |          | Dallas       | TX    | 75266-0553 |         |
| Xerox Business Solutions Southwest        |                            | 8200 W Interstate 10            | Suite 400                     |          | San Antonio  | TX    | 78230      |         |
| Xin Liu                                   |                            | Address on File                 |                               |          |              |       |            |         |
| Xiong, Karina                             |                            | Address on File                 |                               |          |              |       |            |         |
| XL Insurance America, Inc.                | Attn Kyle Marti            | 14643 Dallas Parkway, Suite 770 |                               |          | Dallas       | TX    | 75254      |         |
| XPO Global Forwarding, Inc.               |                            | 27839 Network Place             |                               |          | Chicago      | IL    | 60673      |         |
| XPO Logistics, LLC                        |                            | XPO Logistics - Brokerage       | 27724 Network Place           |          | Chicago      | IL    | 60673      |         |
| XTP Venture, LLC                          |                            | 5757 Wilshire Blvd, PH30        |                               |          | Los Angeles  | CA    | 90036      |         |
| XTP Ventures LLC                          |                            | 5757 Wilshire Blvd.             | PH30                          |          | Los Angeles  | CA    | 90036      |         |
| Xylotech Systems Inc. DBA Ghost Golf Club |                            | 14 Rancho Cir                   |                               |          | Lake Forest  | CA    | 92630      |         |
| Yae, Julius F.                            |                            | Address on File                 |                               |          |              |       |            |         |
| Yagoda, Jennifer B.                       |                            | Address on File                 |                               |          |              |       |            |         |
| Yake, Samantha                            |                            | Address on File                 |                               |          |              |       |            |         |
| Yamashita, Elizabeth                      |                            | Address on File                 |                               |          |              |       |            |         |
| Yamazaki USA Inc.                         |                            | 5360 Capital Ct. #100           |                               |          | Reno         | NV    | 89502      |         |
| Yamazaki USA Inc.                         |                            | 67 West St. STE418              |                               |          | Brooklyn     | NY    | 11222      |         |
| Yancy, Krsterpher                         |                            | Address on File                 |                               |          |              |       |            |         |
| Yanez, Rogelio                            |                            | Address on File                 |                               |          |              |       |            |         |
| Yang, John                                |                            | Address on File                 |                               |          |              |       |            |         |



## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                           | CreditorNoticeName | Address1   | Address2               | Address3 | City                     | State | Zip      | Country        |
|--|--------------------|--|------------------------|----------|--------------------------|-------|----------|----------------|
| Yarian, Katelyn                        |                    | Address on File  |                        |          |                          |       |          |                |
| Yassine, Alaa                          |                    | Address on File  |                        |          |                          |       |          |                |
| Yeager, Jack                           |                    | Address on File  |                        |          |                          |       |          |                |
| Yeager, Jennifer                       |                    | Address on File  |                        |          |                          |       |          |                |
| Yelman, Nicole C.                      |                    | Address on File  |                        |          |                          |       |          |                |
| Yerena, Mayra                          |                    | Address on File  |                        |          |                          |       |          |                |
| Yescas-Madrid, Mariah                  |                    | Address on File  |                        |          |                          |       |          |                |
| Yessi Chaffo                           |                    | Address on File  |                        |          |                          |       |          |                |
| Yext, Inc.                             |                    | 1 Madison Avenue   | 5th Floor              |          | New York                 | NY    | 10010    |                |
| Yoder, Alana J.                        |                    | Address on File  |                        |          |                          |       |          |                |
| YOHO ARTS AND CRAFTS                   |                    | Room 409, Tianshengyuan Bldg                                 | No. 21 Donghaixi Road  |          | Quingdao                 |       | 266071   | China          |
| Yonatan, Natay                         |                    | Address on File  |                        |          |                          |       |          |                |
| Yoo, Jaemin                            |                    | Address on File  |                        |          |                          |       |          |                |
| Yoon, Summer A.                        |                    | Address on File  |                        |          |                          |       |          |                |
| York (Asia) Limited                    |                    | 5/F Guanghua Group Building                                  | Terra 8th Road, Futian |          | Shenzhen                 |       | 518040   | China          |
| York, Kyle A.                          |                    | Address on File  |                        |          |                          |       |          |                |
| York, Thomas                           |                    | Address on File  |                        |          |                          |       |          |                |
| YOSHIKAWAKUNI PLASTICS IND LTD         |                    | TA L814 1 Kamori   |                        |          | Katsuragi City, Nara     |       | 639-0271 | Japan          |
| YOSHIKAWAKUNI PLASTICS INDUSTRIES LTD. |                    | 646-2 Kamori   |                        |          | Katsuragi                |       | 639-0271 | Japan          |
| YOSHIKAWAKUNI PLASTICS INDUSTRIES LTD. |                    | Pohjoisranta 2E 1  |                        |          | Helsinki                 |       | 00170    | Finland        |
| Yost, Hailey                           |                    | Address on File  |                        |          |                          |       |          |                |
| Yottaa, Inc.                           |                    | PO Box 392780  |                        |          | Pittsburgh               | PA    | 15251    |                |
| YOU TEC LIMITED                        |                    | Thumbs up Unit L, Braintree industrial estate, Braintree roa |                        |          | South Ruislip, Middlesex |       | HA40EJ   | United Kingdom |
| YOUCOPIA PRODUCTS INC.                 |                    | 4410 N Ravenswood  | Ste 102                |          | Chicago                  | IL    | 60640    |                |
| Younes, Pamela                         |                    | Address on File  |                        |          |                          |       |          |                |
| YOUNG + WILD & FRIEDMAN                |                    | 1811 W Sam Houston Pkwy N                                    |                        |          | Houston                  | TX    | 77043    |                |
| Young Jr., Kenneth T.                  |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Brian R.                        |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Brittany K.                     |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Chanel                          |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Kathryn J.                      |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Kristen                         |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Leslie R.                       |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Maria                           |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Nadia                           |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Sarah S.                        |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Sullivan P.                     |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Whitney                         |                    | Address on File  |                        |          |                          |       |          |                |
| Young, Wild, and Friedman, LLC         |                    | 1811 W Sam Houston Parkway North                             |                        |          | Houston                  | TX    | 77743    |                |
| Young, William C.                      |                    | Address on File  |                        |          |                          |       |          |                |
| Young-Gamble, Shontay                  |                    | Address on File  |                        |          |                          |       |          |                |
| Younkins, Raymond B.                   |                    | Address on File  |                        |          |                          |       |          |                |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                            | CreditorNoticeName | Address1                              | Address2 | Address3 | City             | State | Zip   | Country |
|---|--------------------|---------------------------------------|----------|----------|------------------|-------|-------|---------|
| Youzey Retail, LLC                      |                    | 220 Perry Parkway, STE 3              |          |          | Gaithersburg     | MD    | 20877 |         |
| Yu, Benjamin P.                         |                    | Address on File                       |          |          |                  |       |       |         |
| Yusen Logistics (Americas) Inc.         |                    | 300 Lighting Way 5th Floor            |          |          | Secaucus         | NJ    | 07094 |         |
| YVONNE ALVARADO                         |                    | Address on File                       |          |          |                  |       |       |         |
| YVONNE GARZA                            |                    | Address on File                       |          |          |                  |       |       |         |
| Zabala, Jose W.                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zachary Shumway                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zadorozny, Kelly                        |                    | Address on File                       |          |          |                  |       |       |         |
| Zadro, Inc.                             |                    | 14462 Astronautics Lane               |          |          | Huntington Beach | CA    | 92647 |         |
| Zadroga, Jordan                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zafferano America LLC                   |                    | 301 Penhorn Ave                       | Suite 5  |          | Secaucus         | NJ    | 07094 |         |
| Zambardino, Sabrina L.                  |                    | Address on File                       |          |          |                  |       |       |         |
| Zambrana, Felipe S.                     |                    | Address on File                       |          |          |                  |       |       |         |
| Zambrana, Laura                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zamora, Nicole                          |                    | Address on File                       |          |          |                  |       |       |         |
| Zamudio, Daniel                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zanardelli, Danielle A.                 |                    | Address on File                       |          |          |                  |       |       |         |
| Zander, Tracy L.                        |                    | Address on File                       |          |          |                  |       |       |         |
| Zanhour, Rana                           |                    | Address on File                       |          |          |                  |       |       |         |
| Zaragoza, Sandra                        |                    | Address on File                       |          |          |                  |       |       |         |
| Zaragoza, Sonia                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zarate Sr., Miguel                      |                    | Address on File                       |          |          |                  |       |       |         |
| Zaro, Priscilla L.                      |                    | Address on File                       |          |          |                  |       |       |         |
| Zarraga, John                           |                    | Address on File                       |          |          |                  |       |       |         |
| Zaunick, Grant E.                       |                    | Address on File                       |          |          |                  |       |       |         |
| Zavaleta-Sanchez, Alpha                 |                    | Address on File                       |          |          |                  |       |       |         |
| Zbiegiel, Rosa R.                       |                    | Address on File                       |          |          |                  |       |       |         |
| Zeff, Warren R.                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zegeye, Brook                           |                    | Address on File                       |          |          |                  |       |       |         |
| Zeidlik, Jack S.                        |                    | Address on File                       |          |          |                  |       |       |         |
| Zeigler, Lorrie B.                      |                    | Address on File                       |          |          |                  |       |       |         |
| Zeigler, Skylar                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zelayandia, Rocky                       |                    | Address on File                       |          |          |                  |       |       |         |
| Zeldenthuis, JoAnn                      |                    | Address on File                       |          |          |                  |       |       |         |
| Zelege, Seble S.                        |                    | Address on File                       |          |          |                  |       |       |         |
| Zellous, Alecia                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zempoalteca Martinez, Dalia E.          |                    | Address on File                       |          |          |                  |       |       |         |
| Zen Andrushkiv                          |                    | Address on File                       |          |          |                  |       |       |         |
| Zentz, Wilma V.                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zepeda, Mark A.                         |                    | Address on File                       |          |          |                  |       |       |         |
| Zepeda, Victor N.                       |                    | Address on File                       |          |          |                  |       |       |         |
| Zero Odor Company, LLC                  |                    | 600 Abbey Court                       |          |          | Alpharetta       | GA    | 30004 |         |
| ZERO ODOR COMPANY, LLC.                 |                    | 5790 Shiloh Road Ste 200              |          |          | Alpharetta       | GA    | 30005 |         |
| Zero Technologies, LLC DBA<br>ZeroWater |                    | 7 Neshaminy Interplex, Suite<br>116   |          |          | Trevoise         | PA    | 19053 |         |
| ZEROWATER/CULLIGAN                      |                    | 9399 West Higgins Road, Suite<br>1100 |          |          | Rosemont         | IL    | 60018 |         |

## Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail

| CreditorName                          | CreditorNoticeName | Address1                           | Address2          | Address3 | City          | State | Zip     | Country     |
|---------------------------------------|--------------------|------------------------------------|-------------------|----------|---------------|-------|---------|-------------|
| Zhan, Arden                           |                    | Address on File                    |                   |          |               |       |         |             |
| Zhao, Yankun                          |                    | Address on File                    |                   |          |               |       |         |             |
| ZHO INNOVATION                        |                    | Centrumbaan 1060                   | Moordrecht        |          | Zuidholland   |       | 2841 MH | Netherlands |
| ZHO Innovation                        |                    | Wire Hoevelakenseweg 115           | 3784 WH Terschuur |          |               |       |         | Netherlands |
| Zichawo, Stabbison S.                 |                    | Address on File                    |                   |          |               |       |         |             |
| Ziegler, Braden                       |                    | Address on File                    |                   |          |               |       |         |             |
| Zielke, Aaron                         |                    | Address on File                    |                   |          |               |       |         |             |
| ZIM Integrated Shipping Services Ltd. |                    | 5801 LAKE WRIGHT DRIVE             |                   |          | NORFOLK       | VA    | 23502   |             |
| Zimmer, Mallarie N.                   |                    | Address on File                    |                   |          |               |       |         |             |
| Zimmer, Ronald                        |                    | Address on File                    |                   |          |               |       |         |             |
| Zimmerman, Patricia J.                |                    | Address on File                    |                   |          |               |       |         |             |
| Zinni, Nadia M.                       |                    | Address on File                    |                   |          |               |       |         |             |
| Zip Top, Inc.                         |                    | 12400 W Hwy 71                     | Suite 350-304     |          | Austin        | TX    | 78738   |             |
| ZIP TOP, LLC                          |                    | 12400 W Hwy 71, STE 350-304        |                   |          | Austin        | TX    | 78738   |             |
| Ziparo, Maureen A.                    |                    | Address on File                    |                   |          |               |       |         |             |
| Zmags Corp                            |                    | 321 Summer St                      | 3rd Floor         |          | Boston        | MA    | 02210   |             |
| Zmudzien, Allysa                      |                    | Address on File                    |                   |          |               |       |         |             |
| Zodax, L.P.                           |                    | 14040 Arminta Street               |                   |          | Panorama City | CA    | 91402   |             |
| Zogaib, Richard A.                    |                    | Address on File                    |                   |          |               |       |         |             |
| ZOKU, LLC                             |                    | 720 Monroe St                      |                   |          | Hoboken       | NJ    | 07030   |             |
| Zoku, LLC                             |                    | 720 Monroe Street                  | Suite C308        |          | Hoboken       | NJ    | 07030   |             |
| ZOKU, LLC                             |                    | 2100 N STEMMONS FRWY               | SUITE 2501        |          | DALLAS        | TX    | 75207   |             |
| Zoom                                  |                    | 55 Almaden Blvd 6th Fl             |                   |          | San Jose      | CA    | 95113   |             |
| Zorbitz, Inc.                         |                    | 5948 Lindenhurst Ave               |                   |          | Los Angeles   | CA    | 90036   |             |
| Zound Industries USA                  |                    | 230 W 39th Street Suite 1101       |                   |          | New York      | NY    | 10018   |             |
| Zubroski, James M.                    |                    | Address on File                    |                   |          |               |       |         |             |
| Zuckerbrow, Kristen                   |                    | Address on File                    |                   |          |               |       |         |             |
| Zukoski, Daniel L.                    |                    | Address on File                    |                   |          |               |       |         |             |
| Zukoski, Jordan L.                    |                    | Address on File                    |                   |          |               |       |         |             |
| ZUKOWITZ, GERARD A.                   |                    | Address on File                    |                   |          |               |       |         |             |
| Zuniga, Jesus                         |                    | Address on File                    |                   |          |               |       |         |             |
| Zuniga, Patrick                       |                    | Address on File                    |                   |          |               |       |         |             |
| Zuri McDaniels                        |                    | Address on File                    |                   |          |               |       |         |             |
| ZWILLING                              |                    | 270 Marble Ave                     |                   |          | Pleasantville | NY    | 10570   |             |
| Zwilling J.A. Henckels, LLC           |                    | 270 Marble Avenue                  |                   |          | Pleasantville | NY    | 10570   |             |
| ZYLAB DCS USA LLC                     |                    | 7918 Jones Branch Drive, Suite 230 |                   |          | McLean        | VA    | 22102   |             |

## **Exhibit H**

Exhibit H

**Additional Creditor Matrix Service List  
Served via First Class Mail**

| <b>CreditorName</b>       | <b>CreditorNoticeName</b> | <b>Address1</b>    | <b>Address2</b> | <b>City</b> | <b>State</b> | <b>Zip</b> |
|---------------------------|---------------------------|--------------------|-----------------|-------------|--------------|------------|
| CEDE & CO (FAST ACCOUNT)  |                           | Address on File    |                 |             |              |            |
| JPMorgan Chase Bank, N.A. | David Antoine             | 10 S Dearborn St.  | Floor 09        | Chicago     | IL           | 60603-5506 |
| JPMorgan Chase Bank, N.A. | Loan and Agency Servicing | 131 S Dearborn St. | Floor 04        | Chicago     | IL           | 60603-5506 |

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

----- x  
In re: : Chapter 11  
: :  
: Case No. 24-90627 (ARP)  
THE CONTAINER STORE GROUP, INC., et al., :  
: :  
Debtors.<sup>1</sup> : (Jointly Administered)  
: :  
----- :x

**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES IN THE NEW YORK TIMES AND THE WASHINGTON POST**

This Affidavit of Publication includes the sworn statements verifying that the Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines was Published and Incorporated by reference herein as follows:

1. In *The New York Times* on December 27, 2024, attached hereto as **Exhibit A**.
2. In *USA Today* on December 27, 2024, attached hereto as **Exhibit B**.

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

# Exhibit A



The New York Times Company

620 8th Avenue  
New York, NY 10018  
nytimes.com

# PROOF OF PUBLICATION

December 27, 2024

Sworn to me this 27<sup>th</sup> day  
of December, 2024

Deborah Beshaw-Farrell  
Notary Public, State of New York  
No. 01BE5076617  
Qualified in Kings County  
Certificate on file in New York County  
Commission Expires April 21, 2027

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

12/27/2024, NY/NATL, pg B3

*Larnyce Tabron*

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION**  
In re: THE CONTAINER STORE GROUP, INC., et al., Chapter 11  
GROUP, INC., et al., Case No. 24-90627 (ARP)  
Debtors, (Jointly Administered)

**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), each commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on December 22, 2024 (the "Petition Date").

**PLEASE TAKE FURTHER NOTICE THAT** the Petition Date, on December 21, 2024, the Debtors commenced solicitation on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Plan") attached as Exhibit A to the proposed Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Vista Global (the "Solicitation Agent"), at [www.vestiglobal.net/thecontainerstore](http://www.vestiglobal.net/thecontainerstore). Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S./Canada, toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at [www.vestiglobal.net/thecontainerstore/](http://www.vestiglobal.net/thecontainerstore/) inquiry.

**PLEASE TAKE FURTHER NOTICE THAT** the Bankruptcy Court has scheduled a combined hearing to consider the adequacy of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Bankruptcy Court, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, on **January 24, 2025 at 1:00 p.m., prevailing Central Time** (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website: [www.vestiglobal.net/thecontainerstore](http://www.vestiglobal.net/thecontainerstore). The time and location of the Combined Hearing may also be obtained by contacting the proposed counsel to the Debtors.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**  
**PLEASE TAKE FURTHER NOTICE THAT** the Bankruptcy Court has set the deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Plan as **January 21, 2025 at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline")**. Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Bankruptcy Court together with proof of service

thereof, (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules"). In addition to being filed with the Clerk of the Bankruptcy Court, any such objections should be served upon the following parties in accordance with the Local Rules: (i) **Debtors:** The Container Store Group, Inc., 500 Freeport Parkway, Coppell, TX 75019, Attn: Tasha Grinnell, Email: [tgrinnell@containerstore.com](mailto:tgrinnell@containerstore.com); (ii) **Office of the U.S. Trustee:** Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen and Vianey Garza, Email: [Ha.Nguyen@sudotj.gov](mailto:Ha.Nguyen@sudotj.gov), [Vianey.Garza@sudotj.gov](mailto:Vianey.Garza@sudotj.gov); (iii) **Proposed Co-Counsel to the Debtors:** Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman, Email: [ted.dillman@lw.com](mailto:ted.dillman@lw.com) -and- Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtaghy, Email: [hugh.murtaghy@lw.com](mailto:hugh.murtaghy@lw.com); (iv) **Proposed Co-Counsel to the Debtors:** Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy, Email: [taddavidson@hunktonAK.com](mailto:taddavidson@hunktonAK.com), [ashleyharper@hunktonAK.com](mailto:ashleyharper@hunktonAK.com), [pguffy@hunktonAK.com](mailto:pguffy@hunktonAK.com); (v) **Counsel to the DIP Agent:** Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman and Steven E. Fox, Email: [dethman@riemerd.com](mailto:dethman@riemerd.com), [sfox@riemerd.com](mailto:sfox@riemerd.com); (vi) **Co-Counsel to the DIP Agent:** Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews, Email: [rmatthews@fbtlaw.com](mailto:rmatthews@fbtlaw.com); (vii) **Counsel to the Ad Hoc Group:** Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jaymie Goldstein, Charles Persons, Isaac Sassoon and William Reilly, Email: [williamreilly@paulhastings.com](mailto:williamreilly@paulhastings.com), [jaymegoldstein@paulhastings.com](mailto:jaymegoldstein@paulhastings.com), [charlespersons@paulhastings.com](mailto:charlespersons@paulhastings.com), [isaacsassoon@paulhastings.com](mailto:isaacsassoon@paulhastings.com); (viii) **Counsel to the ABL Facility Agent:** Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts, Email: [ian.kitts@stblaw.com](mailto:ian.kitts@stblaw.com); and (ix) **Counsel to the DIP Term Loan Agent:** Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota and Liz Louman, Email: [alexcota@paulhastings.com](mailto:alexcota@paulhastings.com), [lizlouman@paulhastings.com](mailto:lizlouman@paulhastings.com).

**UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.**

**ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.C CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.



## RETAIL | POLITICS

# Holiday Bargains Kept Inflation-Wary Consumers Shopping for More

By JORDYN HOLMAN

Heading into the holiday shopping season this year, retailers said they expected consumers to be more discerning — motivated by deals rather than a once-a-year gift splurge. To keep them spending, companies as varied as electronics stores and beauty brands said they would be pushing promotions.

The bargains seem to have worked.

Total spending for the holiday period, from Nov. 1 through Dec. 24, rose 3.8 percent, according to data released on Thursday by Mastercard SpendingPulse, which measures in-store and online retail sales across all forms of payment. That's above Mastercard SpendingPulse's estimate of 3.2 percent for this year and more than last year, when growth was 3.1 percent.

Online sales stood out, rising 6.7 percent compared with a gain of about 2.9 percent for in-store sales. The data is not adjusted for inflation.

Spending is a perennial measure of consumer health: Inflation, nervousness about the job market and even a contentious outcome to the presidential election each could have hampered sales. But after a year of restraining themselves, shoppers instead decided to take advantage of the discounts. The last five days of the holiday season accounted for 10 percent of all holiday spending, the Mastercard SpendingPulse data showed.

"The holiday season is coming

in pretty healthy because that's the period of time that people have to concentrate their spending," said Michelle Meyer, chief economist at the Mastercard Economics Institute. "They know that promotions are heavy. They want to gift for others and for themselves. So the big question will be, what happens next?"

It's not unusual for people to expect deals during the holidays, but this year's sales may have marked

## 3.8%

Rise in holiday spending this year, topping the forecast 3.2% rise.

## 3.1%

Last year's rate of growth in holiday season spending.

a turning point for both consumers and retailers. After years of gleefully raising prices, retailers seemed to acknowledge that they needed to aggressively discount to lure inflation-weary shoppers. What remains to be seen is if the spending will continue without the discounts in place.

"As a consumer, you knew you were up against all of this inflation and pricing," said Duleep Rodrigo, the U.S. sector leader for the consumer and retail division at KPMG, whose clients include major retailers and food and beverage companies. "It's taken a while

for retailers to reshape the value buying equation, especially to work through the pricing challenges, because once you knew you could not increase pricing anymore, now you had to go back to packaging and promotions."

The shift to online shopping may have helped push down prices as it raised competition across all retailers. But even in stores, the discounts probably helped.

Joan Solomon, a 32-year veteran at Macy's, said Black Friday had been the busiest day of the holiday shopping season at the Clarins counter in the beauty department where she works.

"We are still holding on, and we're still making our numbers because people are shopping," Ms. Solomon said during an interview last week. "They may not shop as much as they used to, but they're shopping."

Ashley Foster, an executive director of an I.T. company in Fullerton, Calif., said she felt good about the level of deals across the stores where she was shopping, which included chains like Abercrombie & Fitch and Nordstrom.

Ms. Foster, 40, said she felt items were significantly cheaper than last year.

"I would say I bought more for myself this year than previous years just due to how many deals were available," said Ms. Foster, who was primarily focused on buying gifts for her 17-year-old daughter.

Not all retailers will benefit from the spending. Department stores and apparel sold in stores



AUDRA MELTON FOR THE NEW YORK TIMES



HEATHER KHALIFA/ASSOCIATED PRESS

Top: Shoppers taking advantage of Black Friday deals in Marietta, Ga., last month. Above: New Yorkers maneuvering bags through subway turnstiles. Online sales more than doubled the rate of growth of in-store sales.

had the most anemic growth of the categories that Mastercard SpendingPulse highlighted in its data released Thursday.

Ahead of the holiday shopping season, Target, Macy's and Kohl's all cut their forecasts for profitability.

For some chains, the holiday season wasn't enough to fend off disaster: Both Big Lots and Party City said this month that they were preparing to close all of their stores.

But certainly some will come out on top. Retailers like Walmart and T.J. Maxx entered the holiday season on strong footing, drawing shoppers into their stores with low prices and surprising finds.

At FedEx, Brie Carere, the carrier's chief customer officer, said that going into the season, she had expected that shoppers would be more "conservative" with their spending.

"It does not feel that way right now," she said in an interview this month. "It feels right now like everybody is shopping. It feels like, for lack of a better term, a very normal, healthy peak season."

Large parcels — over 50 pounds — are also showing up more in FedEx's network, a sign that consumers have purchased higher-ticket items and shopped online to do so.

"I think consumers are really understanding the convenience of e-commerce for very specific items," Ms. Carere said. "The percentage of large packages in our networks continues to grow, and it's quite surprising how fast that continues to grow."



ANDREW MANGUM FOR THE NEW YORK TIMES

## 'Why don't we believe in hackers when it comes to elections?'

Sandy Summers, a Harris supporter in Baltimore who has concerns about electronic voting machines.



NATE SMALLWOOD FOR THE NEW YORK TIMES

## 'I want to live in a democracy, and I'm going to dig until I figure it out.'

Stephen Spoonamore, who has found an audience for his claims about the election on social media.

# Liberal Voters Assert Their Own 'Stop the Steal' Claims, Without Much Success

FROM FIRST BUSINESS PAGE

whole choir on the right that's ready to sing," said Bill Adair, professor of journalism at Duke University and founder of the fact-checking site PolitiFact, referring to supporters of Mr. Trump's baseless claims. "And that just didn't exist on the left."

A post-election poll by Ipsos showed that 63 percent of Democrats thought the election was "legitimate and accurate," compared with 91 percent of Republicans. In 2020, the trend was reversed, though Republicans were much more doubtful than Democrats are now. In 2020, 88 percent of Democrats trusted the results compared with just 26 percent of Republicans.

Still, like the right-wing industry that grew out of Mr. Trump's election denialism in 2020, this year's claims are minting a new wave of influencers who are devoting themselves to the cause.

One of the most vocal of them is Stephen Spoonamore, a technologist in electronic data security and digital network architecture who has found a large audience for his claims on social media, spurring him to start a newsletter.

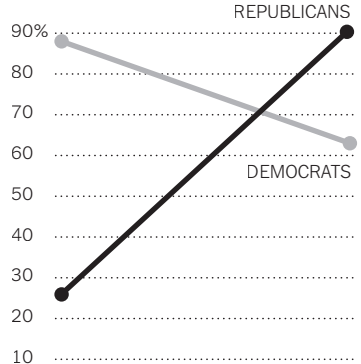
"Something's wrong and I'm a dog on a bone," said Mr. Spoonamore, who had also questioned the results in the 2000 and 2004 presidential elections, when Democrats also lost. "I want to live in a democracy, and I'm going to dig until I figure it out."

An open letter he wrote to Ms. Harris and other Democrats in mid-November quickly spread among the movement's supporters, earning nearly 2,000 likes on his newly created newsletter. In it, he focused on so-called bullet ballots, votes cast when people include only a choice for president but no other races. His letter included a bevy of calculations that he said demonstrated how what he called ghost voters may have been digitally injected into the process to favor Mr. Trump.

## Shifting Confidence

More Republicans than Democrats think the 2024 election results are accurate, a major shift from 2020.

Election results were "fair and accurate"



THE NEW YORK TIMES

His claims were embraced online, including in Reddit groups followed by tens of thousands of users. Within days, Mr. Spoonamore retracted the bullet ballot idea because publicly available election data easily refuted his calculations. But he did not give up.

"It appears something other than Bullet Ballots is at play," he wrote in his newsletter.

In the weeks since, Mr. Spoonamore and others have continued floating an assortment of other theories, including what they have called "improbable" election results fueled by possible machine manipulation and actions by the tech mogul Elon Musk or Russian agents that may have disrupted the voting.

"There was no coherent narrative," said Danielle Lee Tomson, research manager for the University of Washington's Center for an Informed Public, which tracked the spread of this year's election

rumors. The skepticism on the left about the result "was everywhere" on social media, "but it didn't go viral."

Mr. Spoonamore has questioned, for instance, the share of voters who supported Mr. Trump for president but selected a Democrat in congressional or state races, breaking from historical norms. In North Carolina, Mr. Trump won the state while the Democratic candidates won the race for governor and attorney general — a quirk he suggested was a sign of fraud. Political experts have pointed instead to flaws in the Republican candidate for governor, Mark Robinson, whose campaign was derailed after lurid online messages were uncovered by CNN. Mr. Robinson has denied the claims.

Shiro Kuriwaki, a political science professor at Yale University, said shifts in voting patterns do not necessarily mean anything suspicious occurred, but they can generate confusion and conspiratorial thinking.

"What we would call 'interesting changes,' I think they're calling evidence for fraud," Dr. Kuriwaki said. "It's really hard for administrators or researchers to disprove these kind of claims."

Sandy Summers counts herself among Mr. Spoonamore's supporters. A nurse in Maryland, she has long questioned the integrity of electronic voting machines, which she says are liable to be hacked. She is now leading Hand Count the Ballots, a group pushing to end the use of electronic voting machines entirely.

"Why is it a 'conspiracy theory'?" Ms. Summers said. "Is it a conspiracy theory when somebody hacks your bank account or hacks your credit card? We believe in hackers, but why don't we believe in hackers when it comes to elections?"

All electronic voting machines are subject to audits that follow standards set by the United States

Election Assistance Commission, an independent federal agency. Mr. Spoonamore dismissed that process, saying the companies that conducted the audits were aligned with the voting machine companies.

No evidence ever emerged that any machines produced fraudulent results. Still, the claims persist.

When contacted by The New York Times, a spokeswoman for the Cybersecurity and Infrastructure Security Agency, the federal agency responsible for safeguarding elections, reiterated its initial assessment that there was no evidence of malicious activity affecting this year's election.

The skeptics say that a hand

count of some counties could prove them right, since the paper trail would show any digital alterations.

Nearly every state, however, already has some kind of requirement to audit election results, according to tracking by the Election Assistance Commission. The methods vary, but most audits take a random sample of ballots and compare the results from voting machines to results from paper ballots.

Audits completed in Pennsylvania, Nevada, North Carolina and Georgia found no discrepancies outside the margin of error expected in a hand recount. All but two counties in Arizona have completed their audits, also finding no

issues outside the margin of error. Audits in Michigan and Wisconsin continue.

Similar audits in 2020 did not assuage election deniers then — and it is not clear they will this time.

"I think we are all still in that mind-set of trusting in our institutions fully and that elections are, you know, free and fair in this country and that nothing can bastardize them," said Cynthia Schames, a retired technologist in Chappaqua, N.Y., who started a petition to investigate the results that was eventually taken offline for violating a policy against misinformation. "And unfortunately, I am not 100 percent sure I believe in our institutions anymore."

## COMMERCIAL REAL ESTATE BUSINESS OPPORTUNITIES

### INVESTMENT PROPERTIES (600)

Investment Properties  
Other Areas 605

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6. 6900 Foot airport plus AA, Delta, Others  
7. Your Private Security.  
8. Dock and House for yacht in Lander- dock and The Safe Island and No Tax.  
EVERYTHING MUST GO!  
Proof of Funds Required.  
No Brokers Involved.  
For Brochure Email:  
privatesafeland@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION  
In re: THE CONTAINER STORE GROUP, INC., et al., Chapter 11 Case No. 24-90627 (ARP) Debtors. (Jointly Administered)

NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES

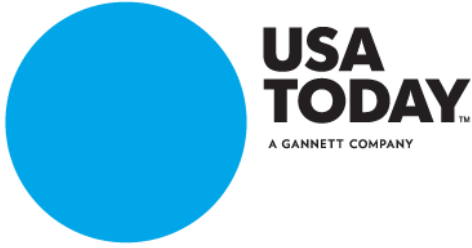
PLEASE TAKE NOTICE THAT The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), each commenced a case under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on December 22, 2024 (the "Petition Date").  
PLEASE TAKE FURTHER NOTICE THAT before the Petition Date, on December 21, 2024, the Debtors commenced solicitation on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Plan") attached as Exhibit A to the proposed Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Veta Global (the "Solicitation Agent"), at www.verificationglobal.net/thecontainerstore. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S./Canada, toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at www.verificationglobal.net/thecontainerstore/inquiry.  
PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has scheduled a combined hearing to consider the adequacy of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and the Disclosure Statement to be held before the Bankruptcy Court, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, on January 24, 2025 at 1:00 p.m. (prevailing Central Time) (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice to the Disclosure Statement or confirmation of the Plan as January 21, 2025 at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline"). Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Bankruptcy Court together with proof of service

(thereof), (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules"). In addition to being filed with the Clerk of the Bankruptcy Court, any such objections should be served upon the following parties in accordance with the Local Rules: (i) Debtors: The Container Store Group, Inc., 500 Freepark Parkway, Coppell, TX 75019, Attn: Tasha Grinnell, Email: tgrinnell@containerstore.com; (ii) Office of the U.S. Trustee: Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen and Vianey Garza, Email: HaNguyen@usdoj.gov; Vianey.Garza@usdoj.gov; (iii) Proposed Co-Counsel to the Debtors: Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman, Email: ted.dillman@lw.com and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh, Email: hugh.murtagh@lw.com; (iv) Proposed Co-Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy, Email: taddavidson@hunkonak.com, ashleyharper@hunkonak.com, pguffy@hunkonak.com; (v) Counsel to the DIP Agent: Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman and Steven E. Fox, Email: drothman@riemerkaw.com, steffox@riemerkaw.com; (vi) Co-Counsel to the DIP Agent: Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews, Email: matthews@fbttlaw.com; (vii) Counsel to the Ad Hoc Groups: Paul Haney Garza@usdoj.gov; (viii) Proposed Co-Counsel to the Debtors: Charlem Persson, Isaac Sasson and William Rely, Email: williamrely@paulhaney.com, isaacsasson@paulhaney.com, charliepersson@paulhaney.com; (ix) Counsel to the DIP Agent: Studio Manufacturing LLC, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts, Email: ian.kitts@studio.com; and (x) Counsel to the DIP Term Loan Agent: Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Gota and Liz Looman, Email: alexgota@paulhastings.com, lizlooman@paulhastings.com.  
UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX CONTAINS AN THIRD-PARTY RELEASE. THIS YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freepark Parkway, Coppell, TX 75019.  
<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

## **Exhibit B**



## VERIFICATION OF PUBLICATION

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

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Being duly sworn, Teri Nawara says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on **Friday, December 27, 2024**, the following legal advertisement – **The Container Store Group, Inc.** was published in the national edition of **USA TODAY**.

*Teri Nawara*

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Principal Clerk of USA TODAY  
December 27, 2024

# Science not there to ban transgender women



**Nancy Armour**  
Columnist  
USA TODAY

When the LPGA and U.S. Golf Association announced a new policy that effectively bans transgender women, they said they were doing so on the advice of medical experts as well as research that shows going through male puberty would give transgender women a competitive advantage in golf.

Yet neither organization would provide details on the experts or the science, and two researchers who specialize in studies of transgender athletes said there has been no such study involving golfers. Nor, several researchers say, is there any reliable study showing that transgender women have a clear competitive advantage.

"There's nothing we can see in the reviewed literature, nothing reliable that would suggest there's an unfair advantage so far," said Debra Kriger, who as a research associate at E-Alliance was part of the team that reviewed available data and literature on the participation of transgender women in sport for the Canadian Centre for Ethics in Sport.

In fact, most studies used to claim transgender women have competitive advantages in sports are based on the performances of cisgender men, which is not an appropriate comparison. Or compare the performance of transgender women athletes with that of cisgender women who are "sedentary," or not athletes. Also not an appropriate comparison.

One of the few studies that did compare transgender women athletes with cisgender women athletes found transgender women had lower lung capacity and cardiovascular function, possibly putting them at a *disadvantage*.

"Transgender women, athletes in particular, are very, very different from cisgender male athletes," said Blair Hamilton, one of the researchers on the study, which was published in April in the British Journal of Sports Medicine.

"That's one of the big takeaways we found from the research we did. They need to be studied as their own, unique cohort."

The problem is there aren't enough transgender athletes to do robust, long-term studies. And bans like those by the LPGA and USGA will only make it harder to do the research that will allow participation decisions to be made on facts and data rather than fear and demonization.

"There's not that much data there," said D.J. Oberlin, an assistant professor and exercise physiologist at Lehman College who last year published a paper reviewing the available science on transgender participation in sports.

Said Hamilton, who is a research associate at Manchester Metropolitan University, "The more these policies shut us down, the less chance there is to actually find the correct answer to this."

The transgender population is mi-



WILLIAM PURNELL/GETTY IMAGES

nuscle, just 0.6% of Americans 13 and older, according to a 2022 study by the Williams Institute, a UCLA Law think tank. And contrary to what some politicians and right-wing influencers would have you believe, the number of transgender athletes is even lower.

NCAA president Charlie Baker said last week there are "less than 10" transgender athletes out of 510,000 collegiate athletes. There has been one openly transgender woman at the Olympics, despite their participation being allowed since 2004. There are no openly transgender women in the WNBA, NWSL, LPGA or WTA.

But transgender people, athletes in particular, are increasingly the target of the right wing, with widespread ignorance and bad faith arguments often being used to marginalize them.

Transgender women athletes are characterized by opponents as men, when research shows they are not. Even before hormone therapy, transgender women have lower lean body mass and strength, according to that Canadian Centre for Ethics in Sport report, published in 2022. Those appear to be further reduced with hormone therapy, said Kriger, now assistant manager of Co-curricular, Equity, Diversity, Inclusion and Belonging at the University of Toronto Faculty of Kinesiology and Physical Education.

Said Hamilton, "A lot of people who want to push bans look at transgender women (and say), 'They have bigger

skeletons, so they have more muscle mass.' If you look at transgender women athletes, they're actually weaker than cisgender athletes. They actually have less muscle mass to power."

The effect of prior exposure to testosterone in transgender women is often presumed, too, equated with the effects of doping, according to the CCES report. But that, it said, is a "false biological equivalency." Or the performances by cisgender men are used as predictors for transgender women.

"Many of the claims about the benefits of testosterone in athletics have gone unchecked since they are often taken for granted in biological research papers and do not include citations," the CCES report said.

When the International Women's Forum, a conservative group hostile to transgender women, sent a letter to Tour officials in August signed by 275 current and former players, it cited performance statistics of cisgender men to argue cisgender women would be at a disadvantage against transgender women.

Neither the LPGA nor USGA would say if that letter was used in crafting the new gender policy, announced earlier this month. The LPGA said it consulted "experts across diverse fields, including medicine, science, sports physiology, golf performance and gender policy law, alongside feedback from a broad array of stakeholders." The USGA said it had "consulted with a range of experts in

transgender medicine and sports science" and was "confident that we received the benefit of objective, scientific research from independent, unbiased experts."

But Hamilton and Oberlin said there is no study that has compared the performance of transgender women golfers who've done gender affirming hormone therapy with cisgender women golfers. With the LPGA and USGA refusing to provide evidence to the contrary, the only conclusion can be that the assumptions they are making about transgender women are just that: Assumptions.

"I suspect that they did consult people," Oberlin said. "I don't know how thoroughly they looked across everybody or if they just went to one or two people who were probably going to agree with them."

Kriger said one of the things that jumped out to the research team behind the CCES report was the lack of clarity in what gives any athlete a performance advantage.

Is it hormones? Is it height? Is it limb length?

There's simply no way to make sweeping generalizations, Kriger said. Not from a factual basis, anyway.

"It's such a mystery as to what makes performance peak," she said. "To link that back to specific biomarkers, it seems from the review, is a bit of a doomed project. There hasn't been something yet that's popped up that this is the biomarker that can distinguish gender or can distinguish performance.

"It seems," she added, "it would be likely it would be more of a mix."

The bans on transgender athletes are an extension of what has long been a policing of women's bodies and attempts to keep women out of sports. Women were banned from running the Boston Marathon until 1972 because they were not believed to be "physiologically capable." Women ski jumpers were not allowed at the Olympics until 2014 for fear their uteruses would fall out. Women were forced to undergo genital checks in the 1960s, with one humiliating method dubbed "the nude parade" because it required athletes to walk past doctors without underwear on. This was eventually replaced by genetic screening.

Only after scientific evidence to the contrary, and doses of common sense, were these ridiculous ideas abandoned. Who's to say bans of transgender athletes won't be looked at the same way in the future?

But without more studies, preferably sport-specific research, no one will be able to say for sure. Until then, Hamilton and the other authors of the BJSML study cautioned sports organizations against imposing bans and excluding transgender athletes.

"If you're so confident about your position, why not just let us do our work?" Hamilton said. "Let transgender athletes compete right now, let us test them. If we find out there is an advantage, we'll report that."

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**NOTICES**  
**LEGAL NOTICES**  
**IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION**  
In re: THE CONTAINER STORE GROUP, INC., et al., Debtors.  
Chapter 11 Case No. 24-90627 (ARP) (Jointly Administrated)  
**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES**  
**PLEASE TAKE NOTICE** THAT The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), each commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on December 22, 2024 (the "Petition Date").  
**PLEASE TAKE FURTHER NOTICE** THAT before the Petition Date, on December 21, 2024, the Debtors commenced solicitation on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Plan") attached as Exhibit A to the proposed Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "Solicitation Agent"), at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore). Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S./Canada, toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at [www.veritaglobal.net/thecontainerstore/inquiry](http://www.veritaglobal.net/thecontainerstore/inquiry).  
**PLEASE TAKE FURTHER NOTICE** THAT the Bankruptcy Court has scheduled a combined hearing to consider the adequacy of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Bankruptcy Court, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)** (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website: [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore). The time and location of the Combined Hearing may also be obtained by contacting the proposed counsel to the Debtors.  
**CRITICAL INFORMATION REGARDING OBJECTION TO THE PLAN**  
**PLEASE TAKE FURTHER NOTICE** THAT the Bankruptcy Court has set the deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Plan as **January 21, 2025 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline"). Any objections to the Disclosure

**NOTICES**  
**LEGAL NOTICES**  
Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Bankruptcy Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules"). In addition to being filed with the Clerk of the Bankruptcy Court, any such objections should be served upon the following parties in accordance with the Local Rules: (i) Debtors: The Container Store Group, Inc., 500 Freepoint Parkway, Coppell, TX 75019, Attn: Tasha Grinnell, Email: [tgrinnell@containerstore.com](mailto:tgrinnell@containerstore.com); (ii) Office of the U.S. Trustee: Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen and Vianey Garza, Email: [Ha.Nguyen@usdoj.gov](mailto:Ha.Nguyen@usdoj.gov), [Vianey.Garza@usdoj.gov](mailto:Vianey.Garza@usdoj.gov); (iii) Proposed Co-Counsel to the Debtors: Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: A. Dillman, Email: [dillman@lw.com](mailto:dillman@lw.com) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh, Email: [hugh.murtagh@lw.com](mailto:hugh.murtagh@lw.com); (iv) Proposed Co-Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy, Email: [tdavidson@hunka.com](mailto:tdavidson@hunka.com), [ashleyharper@hunka.com](mailto:ashleyharper@hunka.com), [pguffy@hunka.com](mailto:pguffy@hunka.com); (v) Counsel to the DIP Agent: Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman and Steven E. Fox, Email: [drotzman@riemerlaw.com](mailto:drotzman@riemerlaw.com), [sfox@riemerlaw.com](mailto:sfox@riemerlaw.com); (vi) Co-Counsel to the DIP Agent: Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews, Email: [rmatthews@fbtlaw.com](mailto:rmatthews@fbtlaw.com); (vii) Counsel to the Ad Hoc Group: Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein, Charles Persons, Isaac Sasson and William Reilly, Email: [williamreilly@paulhastings.com](mailto:williamreilly@paulhastings.com), [jaymegoldstein@paulhastings.com](mailto:jaymegoldstein@paulhastings.com), [charlespersons@paulhastings.com](mailto:charlespersons@paulhastings.com), [isacasson@paulhastings.com](mailto:isacasson@paulhastings.com); (viii) Counsel to the ABL Facility Agent: Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts, Email: [ian.kitts@stblaw.com](mailto:ian.kitts@stblaw.com); and (ix) Counsel to the DIP Term Loan Agent: Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota and Liz Looman, Email: [alex.cota@paulhastings.com](mailto:alex.cota@paulhastings.com), [lizlooman@paulhastings.com](mailto:lizlooman@paulhastings.com).  
UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.  
ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX CONTAINS A THIRD-PARTY RELEASE. THIS NOTICE IS ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.  
1 The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freepoint Parkway, Coppell, TX 75019.  
2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

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

----- X  
 :  
 In re: : Chapter 11  
 :  
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
 :  
 Debtors. <sup>1</sup> : (Jointly Administered)  
 :  
 ----- X

**NOTICE OF FILING OF PLAN SUPPLEMENT TO THE PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Pursuant to the *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief* [Docket No. 81] (the “**Solicitation Order**”), in connection with the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, supplemented, or modified from time to time, the “**Plan**”),<sup>2</sup> the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby file this Plan Supplement, which contains drafts of the following documents (which remain subject to ongoing negotiations among the Debtors and interested parties in accordance with the Plan and Transaction Support Agreement), each as may be modified, amended, or supplemented from time to time:

| Exhibit | Plan Supplement Document       |
|---------|--------------------------------|
| A       | Restructuring Steps Memorandum |
| B       | New Organizational Documents   |

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have their meanings given to them in the Plan.

| Exhibit | Plan Supplement Document  |
|---------|---|
| B-1     | Second Amended and Restated Bylaws of The Container Store Group, Inc.                       |
| B-2     | Second Amended and Restated Certificate of Incorporation of The Container Store Group, Inc. |
| B-3     | Amended and Restated Limited Liability Company Agreement                                    |
| C       | Exit Term Loan Facility Credit Agreement  |
| D       | Exit ABL Facility Credit Agreement  |
| E       | Governance Term Sheet   |
| F       | Schedule of Retained Causes of Action   |
| G       | Directors and Officers of the Reorganized Debtors   |
| H       | Rejected Executory Contract/Unexpired Lease List  |

The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents and designations contained in this Plan Supplement are integral to, and considered part of, the Plan. The Plan Supplement has not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement will also be approved by the Court pursuant to the order confirming the Plan.

**Subject to the terms and conditions of the Plan and the Transaction Support Agreement, the Debtors reserve the right to alter, modify, or supplement any document that is part of, or add any document to, the Plan Supplement.** To the extent that the Debtors make any material amendment or modification to any documents that are part of the Plan Supplement (each, a “*Revised Plan Supplement Document*”) prior to the Combined Hearing, the Debtors shall file with the Court a blackline comparing the Revised Plan Supplement Document against the relevant Plan Supplement document attached hereto for the convenience of the Court and all parties in interest. None of the information contained herein or in any Revised Plan Supplement Document shall be deemed final or binding on the Debtors prior to the Effective Date of the Plan.

The Plan Supplement, the Plan, the Disclosure Statement, and related materials can be obtained free of charge at the Debtors’ public restructuring website maintained by Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “*Solicitation Agent*”) at [www.veritaglobal.net/thecontainerstore](http://www.veritaglobal.net/thecontainerstore) or by contacting the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free), (310) 751-2615 (International, toll), or [www.veritaglobal.net/thecontainerstore/inquiry](http://www.veritaglobal.net/thecontainerstore/inquiry). In addition, such documents are available for inspection for a fee on the Court’s electronic case filing system at [www.txs.uscourts.gov](http://www.txs.uscourts.gov) using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan must be filed on or before **January 21, 2025 at 4:00 p.m. (prevailing Central Time)**. Any objections to the Disclosure Statement or confirmation of the Plan must be: (a) in writing, (b) filed

with the Clerk of the Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules. Objections not timely filed and served in the manner set forth herein may not be considered by the Court and may be overruled without further notice.

A hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the "*Combined Hearing*") will be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)** before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, in Courtroom No. 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Houston, Texas 77002. In the event of a timely filed objection that is not settled by the parties, the Court shall hear such objection at the Confirmation Hearing. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR EMAIL ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.**

Dated: January 14, 2025  
Houston, Texas

Respectfully submitted,

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

**HUNTON ANDREWS KURTH LLP**

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Ashley L. Harper (Texas Bar No. 24065272)  
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*Proposed Co-Counsel for the Debtors and  
Debtors in Possession*

**Certificate of Service**

I certify that on January 14, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

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



**EXHIBIT A**

**Restructuring Steps Memorandum**

### **Restructuring Transactions Steps Memorandum**

This restructuring transactions steps memorandum (this “Restructuring Transaction Steps Memorandum”) sets forth a description of certain of the Restructuring Transactions to be effectuated prior to or on the Effective Date in connection with the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, modified, or supplemented from time to time in accordance with its terms, the “Plan”).<sup>1</sup> Until the Effective Date, this Restructuring Transaction Steps Memorandum is subject to modification in accordance with the terms of the Plan.<sup>2</sup> To the extent there is any inconsistency between this Restructuring Transactions Steps Memorandum and the Plan (without reference to this Restructuring Transaction Steps Memorandum), the Plan shall govern (except as set forth in the last sentence of Step 4 below). This is the Restructuring Transaction Steps Memorandum under, as defined in, and for all purposes of, the Plan.

Unless otherwise specified, the following Restructuring Transactions shall occur at, or within the ranges of, the times and in the order set forth below:

1. No less than one (1) Business Day immediately preceding the Effective Date, The Container Store, Inc., a Texas corporation (“TCS”), forms a new Delaware limited liability company and a wholly-owned subsidiary of TCS (“New TopCo”). New TopCo authorizes and issues to TCS the New Equity Interests required to consummate the Plan. The transactions described in this Step 1 are referred to as the “Step 1 Transactions”. Upon consummation of the Step 1 Transactions, TCS owns all of the issued and outstanding New Equity Interests. New TopCo shall constitute Reorganized Parent under, as defined in, and for all purposes of, the Plan.
2. On the Effective Date, (a) Parent contributes newly issued shares of its common stock, \$0.01 par value per share (“New Parent Shares”), to TCS as a contribution to the capital of TCS and in exchange for no additional shares of capital stock of TCS, and (b) immediately following TCS’s receipt of the New Parent Shares, TCS contributes the New Parent Shares to New TopCo as a contribution to the capital of New TopCo. The transactions described in this Step 2 are referred to as the “Step 2 Transactions”.
3. On the Effective Date, but immediately following the consummation of the Step 2 Transactions, TCS distributes (a) to the Holders of Allowed DIP Term Loan Claims (or, where applicable, their respective designees under the Plan) (i) the Exit Term Loans and (ii) 64% of the New Equity Interests, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed DIP Term Loan Claims and (b) to the Holders of Allowed Prepetition Term Loan Claims (or, where applicable, their respective designees under the Plan) 36% of the New Equity Interests, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Prepetition Term Loan Claims, in each case of the foregoing, on the terms and

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

<sup>2</sup> This Restructuring Transactions Memorandum is subject to modification to maximize tax efficiency.

subject to the conditions set forth in the Plan. The transactions described in this Step 3 are referred to as the “Step 3 Transactions”.

Upon the consummation of the Step 3 Transactions, (A) the Holders of Allowed Prepetition Term Loan Claims (and/or their respective designees under the Plan) and Allowed DIP Term Loan Claims (and/or their respective designees under the Plan), collectively own all of the issued and outstanding New Equity Interests, (B) TCS does not own any New Equity Interests and shall be deemed to have withdrawn from, and shall cease to be a member of, New TopCo for all purposes, including for all purposes of the Delaware Limited Liability Company Act and the limited liability company agreement of New TopCo, and (C) New TopCo shall have become a partnership for U.S. federal income tax purposes in accordance with IRS Rev. Rul. 99-5, 1999-1 C.B. 434. In addition, concurrently with the consummation of the Step 3 Transactions, without any further action on the part of (or notice provided to) New TopCo, the Debtors, the Reorganized Debtors, any recipient of New Equity Interests or any other Person, (x) the initial limited liability company agreement of New TopCo (the “Initial LLC Agreement”) will be deemed amended and restated, and replaced in its entirety, by the Amended and Restated Limited Liability Agreement of [●] (the “A&R LLC Agreement”), (y) the A&R LLC Agreement will be deemed effective, valid, binding, and enforceable in accordance with its terms, and (z) all recipients of New Equity Interests pursuant to the Step 3 Transactions shall be deemed signatories to the A&R LLC Agreement and bound thereby in all respects even if any such recipient has not actually executed and delivered a counterpart thereof.

For U.S. federal income tax purposes, each recipient of New Equity Interests pursuant to the Step 3 Transactions shall be deemed to receive its *pro rata* share of the New Parent Shares and to immediately contribute such New Parent Shares to New TopCo in exchange for New Equity Interests, consistent with IRS Rev. Rul. 99-5, 1999-1 C.B. 434.

4. On the Effective Date, but immediately following the consummation of the Step 3 Transactions, all Existing Equity Interests in Parent are cancelled, released, and extinguished, and will be of no further force or effect, all for no consideration or distributions. Anything in the Plan (without reference to this Restructuring Transaction Steps Memorandum) to the contrary notwithstanding, the New Parent Shares shall not constitute Existing Equity Interests and will not receive the treatment accorded to Existing Equity Interests set forth in the Plan.

It is the intention of the Debtors, Reorganized Debtors, and Holders of Claims and Interests that the order of the steps contained in this Restructuring Transaction Steps Memorandum be treated for U.S. federal and all applicable state and local tax purposes as occurring independently and in the order and timing set forth above. The Debtors, Reorganized Debtors, and Holders of Claims and Interests agree, and shall be deemed to have agreed, to file all tax returns consistently with, and take no position that is inconsistent with, such order, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended.

**This Restructuring Transaction Steps Memorandum is subject to ongoing review, revision, and modification and this Restructuring Transaction Steps Memorandum may be amended, modified, or revised as permitted by the Plan or any order of the Bankruptcy Court.**

**EXHIBIT B**

**New Organizational Documents**

**EXHIBIT B-1**

**Second Amended and Restated Bylaws of The Container Store Group, Inc.**

**SECOND AMENDED AND RESTATED BYLAWS**

**of**

**THE CONTAINER STORE GROUP, INC.**

*(Effective as of [●], 2025)*

**ARTICLE I**

**Offices**

1. **Business Offices.** The Container Store Group, Inc. (the “Corporation”) may have one or more offices at such place or places, either within or outside the State of Delaware, as the Board of Directors of the Corporation (the “Board of Directors”) may from time to time determine or as the business of the Corporation may require.

2. **Registered Office.** The registered office of the Corporation shall be as set forth in the Second Amended and Restated Certificate of Incorporation of the Corporation (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Certificate of Incorporation”), unless changed as provided by the provisions of the Delaware General Corporation Law (as amended from time to time, the “DGCL”).

**ARTICLE II**

**Stockholders’ Meetings**

1. **Annual Meetings.** An annual meeting of stockholders of the Corporation for the election of directors shall be held in each year on such date and at such time as the Board of Directors shall designate. At any such annual meeting, the stockholders entitled to vote thereon shall elect directors of the Corporation and shall transact such other business as may properly come before the meeting; provided, however, that no annual meeting of stockholders need be held if directors are elected by written consent of the stockholders entitled to vote thereon in lieu of an annual meeting, in accordance with Section 211 of the DGCL.

2. **Special Meetings.** Special meetings of stockholders may be called at any time by the Board of Directors or the Chief Executive Officer of the Corporation, and shall be called by the Chief Executive Officer of the Corporation or the Secretary of the Corporation when directed to do so by the Board of Directors or upon the written request (which shall state the purpose or purposes therefor) delivered to the Corporation by the holders of not less than twenty percent (20.0%) of the issued and outstanding shares of common stock of the Corporation (“Common Stock”). The record date for determining the holders of shares of Common Stock entitled to request a special meeting of stockholders shall be the date on which the first demand for a

special meeting is made. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice provided pursuant to Section 4 of this Article II.

3. **Place of Meetings.** Meetings of stockholders may be held (i) at any place within or outside the State of Delaware designated by the Board of Directors or, in the case of a special meeting called at the request of the stockholders holding the requisite percentage of shares of Common Stock, the stockholders that requested such meeting to be called as set forth in the written request therefor, and/or (ii) if the Board of Directors or such stockholders so determine, by means of remote communication. Any stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting. In the absence of any such designation by the Board of Directors or such stockholders, stockholder meetings shall be held at the principal place of business of the Corporation.

4. **Notice of Meetings.** Not less than ten (10) nor more than sixty (60) days prior to each annual or special meeting of the Corporation's stockholders, written notice of the meeting shall be given to each stockholder entitled to vote at such meeting (unless such notice is waived by such stockholder as provided in Article IV of these Bylaws); provided, however, that if greater notice is required by the DGCL, the applicable provisions of the DGCL shall govern. All notices shall be in writing and shall be deemed to have been effectively given, delivered, provided or received (i) when personally delivered to the stockholder to be notified; (ii) if given by electronic transmission in the manner provided in Section 232 of the DGCL, in accordance with Section 232 of the DGCL; (iii) three (3) business days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the stockholder to be notified; or (iv) one (1) business day after deposit with a national overnight delivery service, postage prepaid, addressed to the stockholder to be notified with next-business day delivery guaranteed, in each case to such stockholder at its address or electronic mail address set forth in the stock records of the Corporation. The notice of any meeting shall state the place (and/or any means of remote communication), if any, date and time of the meeting, and, in the case of a notice of a special meeting, shall also state the purpose or purposes of the meeting, in each case consistent with these Bylaws.

5. **Stockholders List.** A complete record of the stockholders entitled to vote at each meeting of stockholders (or an adjourned meeting described in Section 9 of this Article II), arranged by class of shares and, within each class, in alphabetical order, showing the address of each stockholder and the number of shares of each class of stock registered in the name of such stockholder, shall be prepared by the officer or agent of the Corporation who has charge of the stock transfer books of the Corporation, provided that if the record date for determining the stockholders entitled to vote at any meeting of stockholders is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date. Such record of stockholders shall be available for inspection by any stockholder entitled to vote at the meeting beginning ten (10) days before the meeting and continuing through the day before the meeting, subject to the requirements of the DGCL, either on a reasonably accessible electronic network, provided, that the information required to gain access to such network is provided with the notice of the meeting, or during ordinary business hours at the principal place of business of the Corporation.

6. **Organization.** Any director selected by the Board of Directors or, in the absence of such selection, the Chief Executive Officer (or, in the Chief Executive Officer's absence, any Vice President), shall call meetings of stockholders to order and act as chairperson of such meetings. In the absence of said officers, any stockholder entitled to vote at the meeting, or any proxy of any such stockholder, may call the meeting to order and a chairperson shall be elected by the affirmative vote of holders of a majority of the voting power of the shares of Common Stock present in person or represented by proxy and entitled to vote at such meeting. The Secretary or any Assistant Secretary of the Corporation or any person appointed by the chairperson may act as secretary of such meetings.

7. **Agenda and Procedure.** The Board of Directors shall have the responsibility of establishing an agenda for each meeting of stockholders, subject to the rights of stockholders to raise matters for consideration which may otherwise properly be brought before an annual meeting although not included within the agenda. The chairperson shall be charged with the orderly conduct of all meetings of stockholders.

8. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, these Bylaws, the DGCL or other applicable law, at any annual or special meeting of stockholders, the holders of shares of stock representing a majority of the voting power of the then issued and outstanding shares of stock entitled to vote on a matter at the meeting, either present in person or represented by proxy, shall constitute a quorum with respect to action on such matter, and action may be taken with respect to any matter presented at the meeting only if a quorum exists with respect to such matter.

9. **Adjournment.** When a meeting is for any reason adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

10. **Voting.**

a. Except as otherwise required by law or otherwise provided in the Certificate of Incorporation, and subject to the rights of holders of any series of preferred stock of the Corporation (if any), (i) at every meeting of stockholders (or with respect to corporate action which may be taken without a meeting), every holder of record of stock of the Corporation entitled to vote on any matter at such meeting shall be entitled, with respect to such matter, to one (1) vote for each share of such stock held of record by such stockholder on the record date designated therefor pursuant to Section 3 of Article IX of these Bylaws (or the record date established pursuant to statute in the absence of such designation), (ii) whenever directors are to be elected by vote of stockholders, they shall be elected in accordance with the provisions



of Section 1 of Article III of these Bylaws, and (iii) whenever any corporate action, other than the election of directors, is to be taken by vote of stockholders, such corporate action shall be authorized by the affirmative vote of holders of a majority of the voting power of the shares of stock present in person or represented by proxy at the meeting and entitled to vote with respect to such corporate action.

b. At any meeting of stockholders, a stockholder may vote such stockholder's shares either in person or by proxy. A stockholder may appoint a proxy in person or through an attorney-in-fact and such appointment may be transmitted by any written statement of appointment permitted by the DGCL. The appointment of a proxy shall be effective for the period expressly specified in the appointment form.

c. The voting rights of fiduciaries, beneficiaries, pledgors, pledgees and joint, common and other multiple owners of shares of stock shall be as provided from time to time by the DGCL and any other applicable law.

d. Shares of stock of the Corporation held of record by another corporation or entity that are entitled to vote may be voted by such officer, agent or proxy as the bylaws or other organizational documents of such other corporation or entity may prescribe, or, in the absence of any applicable provision, as the board of directors or similar governing body of such other corporation or entity may determine.

11. **Inspectors.** The chairperson of any meeting of stockholders may at any time appoint one (1) or more inspectors to serve at such meeting. Such inspectors shall decide upon the qualifications of voters, including the validity of proxies, accept and count the votes for and against the questions presented, report the results of such votes, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of stock issued and outstanding and entitled to vote thereon and the number of shares of stock voted for and against the questions presented. The voting inspectors need not be stockholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against such director's or officer's election to any position with the Corporation or on any other question in which such officer or director may be directly interested.

### **ARTICLE III**

#### **Board of Directors**

1. **Election; Term.** Except as may otherwise be provided in the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. On the effective date of these Bylaws (the "Effective Date"), the number of directors constituting the whole Board of Directors shall be two (2). After the Effective Date, the number of directors constituting the whole Board of Directors shall be determined by the stockholders from time to time, but in no event shall the number of directors constituting the whole Board of Directors be less than one. Each director shall be elected by vote of holders of a plurality of the votes of the shares of Common Stock present in person or represented by proxy at any meeting at which a quorum is present called for the purpose of electing directors. Each director shall be elected to serve and to hold office until the

next succeeding annual meeting and until such director's successor shall be elected and shall qualify, or until such director's earlier death, resignation or removal.

2. **Qualification.** Each director must be a natural person at least eighteen (18) years of age on the date of election but need not be a stockholder.

3. **Annual Meetings.** On the same day as, and immediately following, each annual stockholders' meeting, the Board of Directors shall meet for the purpose of organization, election of officers and the transaction of any other business.

4. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time or times as may be determined by the Board of Directors and specified in the notice of such meetings.

5. **Special Meetings.** Special meetings of the Board of Directors may be called by any of the directors.

6. **Place of Meetings.** Any meeting of the Board of Directors may be held at such place or places as shall from time to time be determined by the Board of Directors or, in the case of a special meeting of the Board of Directors, by the director(s) calling such meeting, and as shall be designated in the notice of the meeting. If no other place is designated in the notice of the meeting, such meeting shall be held at the Corporation's principal executive offices.

7. **Quorum.** A quorum for meetings of the Board of Directors will require the attendance of at least a majority of the total number of directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the express provisions of the DGCL, the Certificate of Incorporation or these Bylaws requires a different vote, in which case such express provisions shall govern and control.

8. **Notice of Meetings.** Notice of each meeting of the Board of Directors, whether annual, regular or special, shall be given to each director (unless such notice is waived by such director as provided in Article IV of these Bylaws). Unless a longer period is required by the DGCL, if such notice is given either (i) by personally delivering written notice to a director, (ii) by personally telephoning such director or (iii) by email transmission at the email address of such director on the books and records of the Corporation, it shall be so given at least 24 hours prior to the meeting. Unless a longer period is required by the DGCL, if such notice is given by depositing a written notice by overnight courier service, postage prepaid, directed to such director at that person's residence or place of business, it shall be so given at least two (2) days prior to the meeting. The notice shall state the date and time of the meeting, but need not, unless otherwise required by the DGCL, state the purposes of the meeting.

9. **Meetings by Telecommunication.** One (1) or more members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or such committee by any means of communication, including teleconference or similar remote communications, by which all persons participating in such meeting can hear each other at substantially the same time or by any other means permitted by

the DGCL. Any director or committee member participating in a meeting by any such means of communication is deemed to be present in person at such meeting.

10. **Organization, Agenda and Procedure.** The directors shall choose a director to act as chairperson to preside over the meetings of the Board of Directors. The Secretary, any Assistant Secretary, or any other person appointed by any such chairperson shall act as secretary of each meeting of the Board of Directors. The procedure for such meetings shall be as determined by such chairperson. All proposed agenda topics to be reviewed at the annual meetings and the regular meetings shall be delivered to each director prior to, or at the time that, notice of such meeting is provided to such director.

11. **Resignation.** Any director of the Corporation may resign at any time by giving written notice of such director's resignation to the Board of Directors, the Chief Executive Officer, any Vice President or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

12. **Vacancies.** Vacancies on the Board of Directors shall be filled by the stockholders of the Corporation.

13. **Committees.** The Board of Directors may from time to time designate from among its members any committee deemed appropriate or necessary by the Board of Directors (each such committee to consist of one (1) or more directors). The Board of Directors may designate a chairperson of each such committee from among its members. Each such committee, to the extent provided in the resolution establishing such committee and except as otherwise prescribed by the DGCL, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation; provided, however, that no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal these Bylaws. Any or all members of any such committee may be removed, with or without cause, by resolution of the Board of Directors. Rules governing the procedures for meetings of each committee shall be as established by the Board of Directors.

#### **ARTICLE IV**

##### **Waiver of Notice by Stockholders and Directors; Action of Stockholders and Directors by Consent**

1. **Waiver of Notice.** A stockholder or director may waive any notice required by the DGCL, the Certificate of Incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Any such waiver shall be in writing, be signed by the stockholder or director entitled to the notice, and be delivered to the Secretary of the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. Attendance of a stockholder (in person or by duly authorized proxy) at a meeting of

stockholders, or attendance by a director at a meeting of the Board of Directors, (i) shall be deemed a waiver of objection to lack of required notice or defective notice of the meeting, unless the stockholder or the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting, and (ii) shall be deemed a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, or of a matter without special notice required by the DGCL, the Certificate of Incorporation, or these Bylaws, unless the stockholder or director expressly objects to considering the matter when it is presented and does not thereafter vote for or assent to action taken at the meeting with respect to such matter.

2. **Action By Written Consent Without a Meeting.**

a. Unless the Certificate of Incorporation or the DGCL expressly requires that such action be taken solely at a stockholders' meeting, any action required or permitted to be taken at an annual or special meeting of the stockholders of the Corporation may be taken without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares of stock entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware or its principal place of business, or to an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Such action shall be effective as of the time the last writing necessary to effect the action is received by the Corporation, unless all writings necessary to effect the action specify a later time, in which case the later time shall be the time of the action; provided, however, such action shall not be effective if the last writing necessary to effect the action is delivered to the Corporation later than sixty (60) days after the date the first such written consent was delivered to the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been taken at a meeting and the record date for the notice of the meeting were the record date for the action by consent.

b. Unless otherwise required by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, or by electronic transmission. Such action shall be effective as of the time the last director signs a writing, or transmits an electronic transmission, describing the action taken unless before such time the Secretary has received a written revocation of the consent of any other director, and any action so taken shall be effective at the time taken unless the directors specify a different effective time.

## ARTICLE V

### Officers

1. **Election, Authority and Tenure.** The officers of the Corporation shall consist of such officers as designated by the Board of Directors from time to time, including, without limitation, a Chief Executive Officer (who shall also be the President), a Chief Financial Officer, a Secretary and a Treasurer, each of whom shall be appointed by the Board of Directors. The Board of Directors may expressly delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Any two or more offices may be held by the same person. Each officer so appointed shall continue in office until a successor shall be appointed and shall qualify, or until the officer's earlier death, resignation or removal. Each officer shall be a natural person who is eighteen (18) years of age or older.

2. **Resignation, Removal and Vacancies.** Any officer may resign at any time by giving written notice of resignation to the Corporation to the attention of the Board of Directors, the Chief Executive Officer or the Secretary. Such resignation shall take effect when the notice is received by the Corporation unless the notice specifies a later date, and acceptance of the resignation shall not be necessary to render such resignation effective unless such resignation so states. The Board of Directors may at any time terminate, remove or modify the authority of any officer, with or without cause. If any office becomes vacant for any reason, the vacancy may be filled by the Board of Directors. An officer appointed to fill a vacancy shall be appointed for the unexpired term of such officer's predecessor in office and shall continue in office until a successor shall be elected or appointed and shall qualify, or until such officer's earlier death, resignation or removal. The appointment of an officer shall not itself create contract rights in favor of the officer, and the removal of an officer shall not affect the officer's contract rights, if any, with the Corporation, and the resignation of an officer does not affect the Corporation's contract rights, if any, with the officer.

3. **Compensation.** Officers of the Corporation shall be entitled to such salaries, emoluments, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors or in such manner as the Board of Directors shall provide.

4. **Chief Executive Officer.** The Chief Executive Officer, if any, shall (i) have general and active management of the business of the Corporation, and preside over the day-to-day business operations of the Corporation; (ii) see that all orders and resolutions of the Board of Directors are carried into effect; and (iii) perform all duties as may from time to time be assigned by the Board of Directors. The Chief Executive Officer shall also be the President of the Corporation.

5. **Chief Financial Officer.** The Chief Financial Officer, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any, and shall perform such duties and have such powers and responsibilities as are incident to the office of Chief Financial Officer. In addition, the Chief Financial Officer shall have, along with the Chief Executive Officer, if any, responsibility for the day-to-day business operations of the Corporation.

6. **Vice Presidents.** The Vice Presidents, if any, shall perform such duties and possess such powers as from time to time may be assigned to them by the Board of Directors or the Chief Executive Officer, if any. In the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of the election or appointment of the Vice Presidents) shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

7. **Secretary.** The Secretary, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of Secretary, including, without limitation, the duty and power to give notice of all meetings of stockholders and the Board of Directors, the preparation and maintenance of minutes of the directors' and stockholders' meetings and other records and information required to be kept by the Corporation under these Bylaws and for authenticating records of the Corporation, and to be custodian of the corporate seal and to affix and attest to the same on documents, the execution of which on behalf of the Corporation is authorized by these Bylaws or by the action of the Board of Directors.

8. **Treasurer.** The Treasurer, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, making proper accounts thereof, and to render as required by the Board of Directors statements of all such transactions as Treasurer and of the financial condition of the Corporation.

9. **Assistant Secretaries and Assistant Treasurers.** The Assistant Secretaries and Assistant Treasurers, if any, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer, if any, or the Board of Directors. In the absence, inability or refusal of the Secretary or the Treasurer to act, the Assistant Secretaries or Assistant Treasurers, respectively, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election or appointment, shall perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be.

## **ARTICLE VI**

### **Execution of Instruments; Borrowing; Checks and Endorsements; Deposits; Proxies**

1. **Execution of Instruments.** The Chief Executive Officer, the Chief Financial Officer or any Vice President shall have the power to execute and deliver on behalf of and in the

name of the Corporation any instrument requiring the signature of an officer of the Corporation, except as otherwise provided in these Bylaws or when the execution and delivery of the instrument shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Unless authorized to do so by these Bylaws or by the Board of Directors or incident to the powers of the office of any particular officer, no officer, agent or employee shall have any power or authority to bind the Corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

2. **Borrowing.** No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board of Directors or a committee designated by the Board of Directors so to act. Such authority may be general or confined to specific instances. When so authorized, an officer may (i) effect loans at any time for the Corporation from any bank or other entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the Corporation; and (ii) mortgage, pledge or otherwise encumber any real or personal property, or any interest therein, owned or held by the Corporation as security for the payment of any loans or obligations of the Corporation, and to that end may execute and deliver for the Corporation such instruments as may be necessary or proper in connection with such transaction.

3. **Checks and Endorsements.** All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed for the Corporation by such officers or agents of the Corporation as shall from time to time be determined by resolution of the Board of Directors, which resolution may provide for the use of electronic signatures.

4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the Corporation's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board of Directors, which resolution may specify the officers or agents of the Corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Corporation or its order.

5. **Proxies.** The Board of Directors may (i) from time to time appoint one (1) or more agents of the Corporation, in the name and on behalf of the Corporation, (a) to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or (b) to consent in writing to any action by such other corporation, association or other entity; and (ii) instruct the person so appointed (a) as to the manner of casting such votes or giving such consent, and (b) to execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as may be deemed necessary or proper.

## ARTICLE VII

### Shares of Stock

1. **Certificates of Stock.** The shares of stock of the Corporation may, but need not, be represented by certificates. Unless the DGCL or another law expressly provides otherwise, the fact that the shares of stock are not represented by certificates shall have no effect on the rights and obligations of stockholders. If the shares of stock are represented by certificates, such certificates shall be signed by any two (2) authorized officers of the Corporation, and may, but need not, be sealed with the corporate seal of the Corporation. Any or all of the signatures on the certificate may be by facsimile or electronic signature. In case any officer of the Corporation who shall have signed, or whose facsimile or electronic signature shall have been placed on, any certificate shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Corporation, such certificate may nevertheless be issued and delivered by the Corporation as though the person who signed such certificate, or whose facsimile or electronic signature shall have been placed thereon, had not ceased to be such officer of the Corporation. Every certificate representing shares of stock (if any) issued by the Corporation shall state the number of shares of stock owned by the holder in the Corporation, shall designate the class of stock to which such shares belong, and shall otherwise be in such form as is required by law and as the Board of Directors shall prescribe.

2. **Shares Without Certificates.** The Board of Directors may authorize the issuance of any class or series of shares of stock of the Corporation without certificates. Such authorization shall not affect shares of stock already represented by certificates until they are surrendered to the Corporation or its transfer agent. Within a reasonable time following the issue or transfer of shares of stock without certificates, the Corporation shall send, or direct its transfer agent to send, the stockholder a complete written statement of the information required on certificates by the DGCL.

3. **Record.** A record shall be kept of the name of each person or entity holding the shares of stock represented by each certificate for shares of stock of the Corporation issued, the number and class of shares of stock represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation.

4. **Transfer of Stock.** Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by such registered holder's attorney thereunto authorized, and on the surrender of the certificate or certificates (if any) for such shares of stock properly endorsed. The stock record book and other transfer records shall be in the possession of the Secretary or of a transfer agent for the Corporation.

5. **Transfer Agents and Registrars; Regulations.** The Corporation, by resolution of the Board of Directors, may from time to time appoint a transfer agent and a registrar, under such arrangements and upon such terms and conditions as the Board of Directors deems advisable, but until and unless the Board of Directors appoints some other person, firm or corporation as its transfer agent (and upon the revocation of any such appointment, thereafter



until a new appointment is similarly made) the Secretary of the Corporation shall be the transfer agent of the Corporation without the necessity of any formal action of the Board of Directors, and the Secretary, or any person designated by the Secretary, shall perform all of the duties of such transfer agent. The Board of Directors may make such rules and regulations as it may deem expedient and as are not inconsistent with the Certificate of Incorporation and these Bylaws concerning the issue, transfer and registration of shares of stock of the Corporation.

6. **Lost, Destroyed or Mutilated Certificates.** In case of the alleged loss, destruction or mutilation of a certificate representing stock of the Corporation, a new certificate may be issued in place thereof, in such manner and upon such terms and conditions as the Board of Directors may prescribe, and shall be issued in such situations as required by the DGCL.

## **ARTICLE VIII**

### **Fiscal Year**

The fiscal year of the Corporation shall be established by the Board of Directors.

## **ARTICLE IX**

### **Corporate Books and Records**

1. **Books and Records.** The books and records of the Corporation may be kept at such place or places as may be from time to time designated by the Board of Directors. The Corporation shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its stockholders and the Board of Directors (and any committee of the Board of Directors), and the names and places of residence of its officers.

2. **Addresses of Stockholders.** Each stockholder shall furnish to the Secretary of the Corporation or the Corporation's transfer agent an address or e-mail address to which notices from the Corporation, including notices of meetings, may be directed, and if any stockholder shall fail so to designate such an address or e-mail address, it shall be sufficient for any such notice to be directed to such stockholder at such stockholder's address or e-mail address last known to the Secretary or the Corporation's transfer agent.

3. **Fixing Record Date.**

a. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date for notice, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a record date, such record date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the record date for making such determination.

b. In order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

c. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) days prior to such action.

If no record date is fixed: (i) the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation in accordance with applicable law; (iii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is required, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (iv) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of this Section 3 at the adjourned meeting.

4. **Audits of Books and Accounts.** The Corporation's books and accounts shall be audited at such times and by such auditors as shall be specified and designated by the Board of Directors.

## **ARTICLE X**

### **Amendments**

The Board of Directors is expressly authorized and empowered to adopt, amend or repeal any or all of these Bylaws, or to adopt new bylaws; provided, however, that any or all of these Bylaws may also be amended or repealed, or new bylaws may also be made, in any such case by the stockholders.

**EXHIBIT B-2**

**Second Amended and Restated Certificate of  
Incorporation of The Container Store Group, Inc.**

**SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**THE CONTAINER STORE GROUP, INC.**

The Container Store Group, Inc., a corporation organized and existing under and by virtue of the provisions of, and subject to the requirements of, the General Corporation Law of the State of Delaware (the “General Corporation Law”), hereby certifies that:

The name of the corporation is The Container Store Group, Inc. (the “Corporation”). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on June 29, 2007 under the name “TCS Holdings, Inc.” and was subsequently amended and restated with the filing of the Amended and Restated Certificate of Incorporation on November 6, 2013 (as amended, amended and restated, supplemented or otherwise modified prior to the filing of this Second Amended and Restated Certificate of Incorporation, the “Current Certificate of Incorporation”). This Second Amended and Restated Certificate of Incorporation (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Certificate of Incorporation”), which amends and restates the Current Certificate of Incorporation in its entirety, has been duly adopted without the need for approval of the Board of Directors of the Corporation or the stockholders of the Corporation pursuant to the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, which was approved by an order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, entered on [●], 2025 in jointly administered chapter 11 cases captioned In re: The Container Store Group, Inc., et al., Case No. 24-90627 (ARP), and in accordance with Section 303 of the General Corporation Law. This Certificate of Incorporation shall become effective on the date of filing with the Secretary of State of the State of Delaware.

The Current Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

**FIRST**: The name of the corporation is The Container Store Group, Inc. (the “Corporation”).

**SECOND**: The address of the registered office of the Corporation in the State of Delaware is c/o Cogency Global, Inc., 850 New Burton Rd #201, Dover, Delaware, 19904. The name of the registered agent of the Corporation at such address is Cogency Global, Inc.

**THIRD**: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “General Corporation Law”).

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FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 5,000 shares of common stock, par value of \$0.01 per share. Notwithstanding anything herein to the contrary, the Corporation shall not issue non-voting equity securities of any class, series or other designation to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended (the “Bankruptcy Code”); provided, however, that the foregoing restriction (a) shall have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) shall only have such force and effect to the extent and for so long as such Section 1123(a)(6) is in effect and applies to the Corporation and (c) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

FIFTH: The election of directors need not be by written ballot.

SIXTH: The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the bylaws of the Corporation (the “Bylaws”), except to the extent that the Bylaws or this Certificate of Incorporation otherwise provide.

SEVENTH: To the fullest extent permitted by the General Corporation Law, including, without limitation, Section 102(b)(7) of the General Corporation Law, no director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages for breach of his or her fiduciary duty as a director; *provided* that nothing contained in this Article Seventh shall eliminate or limit the liability of a director (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to the effective date of such amendment or repeal.

EIGHTH: To the fullest extent permitted by Section 145 of the General Corporation Law, the Corporation shall indemnify any and all officers and directors of the Corporation from and against any and all of the expenses, liabilities or other matters referred to in and covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any officer or director of the Corporation may be entitled under any bylaw, agreement, vote of stockholders or otherwise, both as to action or inaction in his or her official capacity and as to action or inaction in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or director of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

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NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the General Corporation Law and any other applicable law, and all rights herein conferred upon stockholders or directors are granted subject to this reservation.

TENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware (together with the Court of Chancery, the “Delaware Courts” and, individually, a “Delaware Court”)) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any current or former director, officer, employee, agent or stockholder of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law, this Certificate of Incorporation or the Bylaws, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to the Delaware Court having personal jurisdiction over the indispensable parties named as defendants therein. If any action or proceeding the subject matter of which is within the scope of this Article Tenth is filed in a court other than a Delaware Court (a “Foreign Action”) in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the Delaware Courts in connection with any action brought in any such court to enforce this Article Tenth (an “Enforcement Action”) and (b) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder. Any Person purchasing or otherwise acquiring any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Tenth.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation, which amends and restates the Corporation's Amended and Restated Certificate of Incorporation, to be made, executed and acknowledged by its duly authorized officer this [●] day of [●], 2025, as directed by and provided for in the Order of the United States Bankruptcy Court for the Southern District of Texas, dated [●], 2025, confirming the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* under chapter 11 of the Bankruptcy Code.

**THE CONTAINER STORE GROUP,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B-3**

**Amended and Restated Limited Liability Company Agreement**



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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT**

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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
[●]**

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as amended, supplemented, amended and restated or otherwise modified from time to time, together with all schedules, exhibits and annexes hereto, this “Agreement”) of [●] (the “Company”), is made as of [●], 2025 (the “Effective Date”), by and among (a) the Company and (b) each of the members of the Company from time to time (each, a “Member” and, collectively, the “Members”).

**WHEREAS**, on [●], 2025, the Company was formed as a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Section 18-101, *et seq.* (as amended from time to time, the “Act”), by filing with the Secretary of State of the State of Delaware a Certificate of Formation of the Company (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Certificate of Formation”);

**WHEREAS**, on [●], 2025, the sole member of the Company, The Container Store, Inc. (the “Initial Member”), entered into a Limited Liability Company Agreement of the Company dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified prior to the Effective Date, together with all schedules, exhibits and annexes thereto, the “Initial LLC Agreement”); and

**WHEREAS**, on the Effective Date, the Plan of Reorganization became effective and, pursuant thereto, or as contemplated thereby, (a) all issued and outstanding “Common Units” (as defined in the Initial LLC Agreement) were distributed by the Initial Member to the recipients thereof as set forth in, or as contemplated by, the Plan of Reorganization, (b) the Initial LLC Agreement was amended and restated in its entirety as set forth in, and replaced by, this Agreement, (c) each of the Persons that received such Common Units became a party to this Agreement as a “Member” hereunder, became fully bound by, and subject to, all of the covenants, terms, conditions and provisions of this Agreement as a “Member” party hereto, and is deemed to have signed this Agreement, and (d) the Initial Member ceased to own any Equity Interests in the Company and withdrew as a member of the Company.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and other obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1  
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Certain Definitions. As used herein:

“Accredited Investor” means an “accredited investor” as such term is defined in Rule 501 under the Securities Act.

“Adjusted Capital Account” means, with respect to any Member, the balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the adjustments set forth herein and the following adjustments:

(a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations to the extent relevant thereto and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, any other Person that (either directly or indirectly) controls, is controlled by, or is under common control with the specified Person, and shall also include (a) any Related Fund of such Person and (b) in the case of a specified Person who is an individual, any Family Member or Personal Representative of such Person. The term “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise).

“AI Questionnaire” means an Accredited Investor Questionnaire in the form of Exhibit A attached hereto.

“Allocation Year” means the Fiscal Year or any portion of the Fiscal Year for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article 12.

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and any other bribery, fraud, kickback or other similar applicable laws or regulations of any Governmental Authority in any jurisdiction in which the Company or any of its Subsidiaries is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations of any Governmental Authority that relate to money laundering, counter-terrorist financing, or record keeping and reporting requirements in any jurisdiction in which the Company or any of its Subsidiaries is located or doing business.

“Award Agreement” means any agreement, contract or other instrument or document evidencing or governing an award issued under any Management Incentive Plan, including any award consisting of Class B Units or any award that is convertible, exercisable or exchangeable for or into, or which provides for the delivery of, Class B Units.



“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

“BOI Laws” means the Corporate Transparency Act, 31 U.S.C. § 5336, and all rules, regulations and guidance promulgated thereunder or in connection therewith, and any beneficial ownership reporting law, rule, regulation or guidance of any state or other applicable jurisdiction, as each may be amended, supplemented, updated or replaced from time to time.

“Business Day” means any day other than a day which is a Saturday, Sunday or legal holiday on which banks in the City of New York are authorized or obligated by law to close.

“Capital Account” means the capital account maintained for each Member pursuant to Section 11.6, as the same may be credited or debited in accordance with the terms hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed, or deemed contributed, by such Member to the Company (net of any liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752), including any initial capital contribution and additional capital contribution of such Member under Section 11.1.

“Chairperson” means, as of any time of determination, the chairperson of the Board as of such time.

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

“Company Minimum Gain” means “partnership minimum gain” as set forth in Treasury Regulations Section 1.704-2(d).

“Competitor” means, as of any time of determination, (a) any Person that is identified by name on the Restricted List as of such time of determination, which may include one or more Investment Funds, (b) any Person that is engaged in competition with the Company or any of its Subsidiaries as of such time, as reasonably determined by the Board, and (c) any Person that is an Affiliate of any Person referred to in clause (a) or clause (b) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, solely with respect to clause (b), a Competitor shall not include (i) any Investment Fund or (ii) any Entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer or assignment of Units or other securities or indebtedness of the Company or any of its Subsidiaries), directly or indirectly, Units or other securities or indebtedness of the Company or any of its Subsidiaries (it being understood that a Person described in clause (i) or clause (ii) may be a Competitor under clause (a) or clause (c)).

“Covered Person” means (a) any Member, (b) any Affiliate of a Member, (c) any Person serving or having served as a Manager or a member of any committee of the Board, (d) any Person serving or having served as an officer of the Company, (e) any Observer, (f) the Company Representative and any Affiliate of the Company Representative, and (g) any Person who is or was a partner, shareholder, member, officer, director, manager, fund adviser, investment adviser, investment manager, controlling person, employee, consultant, counsel,

representative or agent of a Member or the Company Representative or any Affiliate of a Member or the Company Representative (other than the Company or any of its Subsidiaries), in each of the foregoing cases, in any such Person's capacity as such.

"Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis. If any asset shall have a zero adjusted basis for U.S. federal income tax purposes, Depreciation shall be determined utilizing any reasonable method determined by the Board.

"Designating Group" means any of the following groups of Members: (a) the Golub Members, (b) the LCM Members and (c) any group of Members (which may be a single Member) that acquires a Designation Right pursuant to Section 6.2(e); provided, that any group of Members described in any of clauses (a)-(c) of this definition will cease to be a "Designating Group" once the Members in such group do not have a Designation Right.

"Designating Members" means, as of any time of determination, the Members that are included in any Designating Group as of such time; and "Designating Member" means any one of the Designating Members.

"Designation Right" means the right of any Designating Group to designate any Managers pursuant to Section 6.2(b) or Section 6.2(e), as applicable.

"Distribution" means any distribution by the Company to any Member (in its capacity as such), including distributions payable in cash, property or securities and including by means of distribution, redemption, repurchase or liquidation, except that none of the following shall be a Distribution: (a) any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of all outstanding Units of any class or series, and (b) any repurchases by the Company of Units from a Management Holder following termination of his or her employment with the Company or any of its Subsidiaries or termination of his or her service as a Manager or any member of any Subsidiary Governing Body.

"Entity" means any corporation, partnership, limited liability company, limited liability partnership, joint stock company, joint venture, estate, association, trust, unincorporated organization or association, business trust, tenancy in common or other legal entity.

"Equity Interests" means, with respect to any Person, any capital stock (including common stock and preferred stock), limited liability company interests, partnership interests or other equity, ownership, membership, beneficial or profits interests of such Person (however designated).

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

“Excepted Transaction” means (a) any transaction or agreement entered into, consummated or effected on the Effective Date pursuant to the Definitive Documents (as defined in the Transaction Support Agreement) and (b) any transaction expressly permitted or required by this Agreement, including (i) any Distributions pursuant to Article 13 or Article 15, and (ii) issuances of Additional Securities in accordance with Section 9.6.

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

“Excluded Issuance” means any issuance of Additional Securities (a) by means of a *pro rata* distribution to all holders of any class or series of Units, (b) pursuant to any Management Incentive Plan or other compensation, incentive or similar plan, agreement or arrangement approved by the Board to managers, officers, employees or consultants of the Company or any of its Subsidiaries in connection with their service as managers or directors of the Company or any of its Subsidiaries, their employment by the Company or any of its Subsidiaries, or their retention by the Company or any of its Subsidiaries, (c) in a public offering of equity securities of the Company or any of its Subsidiaries or any Reorganized Issuer, (d) pursuant to the conversion, exchange or exercise of any options, warrants or other securities granted after the Effective Date so long as the initial sale, issuance or grant of such options, warrants or other securities complied with the terms of Section 9.6, (e) as consideration for an acquisition (whether by equity sale, merger, recapitalization, asset purchase or otherwise) by the Company or any of its Subsidiaries of another Person (or portion thereof) so long as such Additional Securities are only issued to the counterparty to such acquisition (or to such counterparty’s Affiliates) and in no event to any Member or any Affiliate of a Member, (f) in connection with the financing or refinancing of any indebtedness or debt securities of the Company or any of its Subsidiaries (including as an equity kicker in connection therewith) where such lender or investor is not then a Member or an Affiliate of a Member, unless such Member or such Affiliate is a Participating Lender in a Specified Financing, or (g) in connection with a joint venture, partnership or strategic alliance by the Company or any of its Subsidiaries with another Person so long as such Additional Securities are only issued to such Person (or to such Person’s Affiliates) and in no event to any Member or an Affiliate of a Member.

“Excluded ROFO Transfer” means, with respect to any Member, any Transfer of Units made by such Member: (a) to any Affiliate of such Member, (b) in the case of any Member that is an investment fund, account or other investment vehicle, as an in-kind distribution to its partners, members or accountholders (including any such distribution that is made in connection with a winding up or liquidation of such Member), (c) in the case of any Member that is a nominee, investment manager, advisor or subadvisor for a beneficial owner of Units, to such beneficial owner or to a Person that will serve as a nominee, investment manager, advisor or subadvisor for such beneficial owner with respect to such Units, (d) that does not exceed, taken together with all other Units transferred by such Member and all of its Affiliates at any time during the twelve (12) month period ending on the date of such Transfer (excluding (x) Transfers made pursuant to Section 9.3, (y) Transfers made pursuant to Section 9.4 and such Member and/or any such Affiliate is a Tag-Along Seller and (z) Transfers made in compliance with Section 9.7 (other than any Excluded ROFO Transfer described in this clause (d))), one percent (1.0%) of the issued and outstanding Class A Units as of the date of such Transfer, (e) in connection with a Drag-Along Transaction pursuant to Section 9.3 and such Member is a

Dragged Member or a Selling Member, (f) in connection with a Tag-Along Transaction pursuant to Section 9.4 and such Member is a Tag-Along Seller, and (g) to the Company following termination of such Member's employment with the Company or any of its Subsidiaries or termination of such Member's service as a Manager or any member of any Subsidiary Governing Body.

"Excluded Tag-Along Transfer" means, with respect to any Member, any Transfer of Class A Units made by such Member: (a) to any Affiliate of such Member, (b) in the case of any Member that is an investment fund, account or other investment vehicle, as an in-kind distribution to its partners, members or accountholders (including any such distribution that is made in connection with a winding up or liquidation of such Member), (c) in the case of any Member that is a nominee, investment manager, advisor or subadvisor for a beneficial owner of Class A Units, to such beneficial owner or to a Person that will serve as a nominee, investment manager, advisor or subadvisor for such beneficial owner with respect to such Class A Units, (d) in connection with a Drag-Along Transaction pursuant to Section 9.3 and such Member is a Dragged Member or a Selling Member, (e) in connection with a Tag-Along Transaction pursuant to Section 9.4 and such Member is a Tag-Along Seller, and (f) to ROFO Members pursuant to Section 9.7.

"Existing Lenders" means, with respect to any Specified Financing, holders of indebtedness or debt securities of the Company or any of its Subsidiaries immediately prior to the consummation of such Specified Financing.

"Fair Market Value" means, with respect to any property or asset, the amount at which a willing buyer would pay to a willing seller for such property or asset in an arms' length transaction, where neither party is under any compulsion to buy or sell, and both such parties are ready, willing and able to engage in such transaction and well informed about such property or asset, as reasonably determined by the Board.

"Family Member" means, with respect to any individual, (a) any Related Person of such individual or (b) any trust, limited partnership, limited liability company or other Entity, the sole owners or beneficiaries of which are such individual and/or one or more of such individual's Related Persons.

"FinCEN" means the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, or any successor bureau or agency.

"Fiscal Quarter" means each quarterly accounting period as may be established by the Board or as required by the Code.

"GAAP" means generally accepted accounting principles in effect in the United States from time to time consistently applied.

"Golub Members" means, collectively, any Affiliates of Golub Capital LLC that own or hold Class A Units, so long as any such Affiliate remains an Affiliate of Golub Capital LLC. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or

otherwise taken by the Golub Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the Golub Members that own or hold a majority of the Class A Units owned or held by all of the Golub Members at such time. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a Golub Member as of such time.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, body, commission or instrumentality of the United States or any other nation, or any state or other political subdivision thereof, any court, tribunal or arbitrator and any self-regulatory organization.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross Fair Market Values as of the times set forth in Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(5); provided, however, that adjustments pursuant to this paragraph (b) shall be made only if the Board determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

(c) the Gross Asset Value of any Company asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution;

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and Section 12.2(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent the adjustment pursuant to paragraph (b) hereof is made in connection with the transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Holder Managers” means the individuals designated by any Designating Group to serve as a Manager pursuant to the Designation Right of such Designating Group; and each such individual shall be referred to, individually, as a “Holder Manager”.

“Hurdle Amount” means, in respect of any Class B Unit that is intended to be treated as a “profits interest”, an amount determined by the Board, which amount shall not be less than the

amount necessary to cause such Class B Unit to constitute a “profits interest” in the Company within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343, as clarified by Revenue Procedure 2001-43, 2001-2 C.B. 191.

“Independent Manager” means any Manager who is neither (a) an employee of the Company or any of its Subsidiaries, nor (b) an employee of any Member or any Affiliate of any Member as of the time such Manager is designated or appointed to the Board or at any time three (3) months prior to such time.

“Interest” means all or any part of a Member’s equity, ownership, membership, profit or other right, title and interest in the Company in such Member’s capacity as a Member, including all of such Member’s rights in Profits, Losses and Distributions and all of such Member’s rights under this Agreement.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

“IPO” means the first underwritten public offering of the common equity securities of the Company (or any successor or Subsidiary of the Company, including any Reorganized Issuer) following the Effective Date pursuant to an effective registration statement under the Securities Act filed with the SEC that results in such common equity being listed on a national securities exchange or quoted on the Nasdaq Stock Market.

“Joinder Agreement” means a Joinder Agreement in the form of Exhibit B attached hereto.

“LCM Members” means, collectively, any Affiliates of LCM Asset Management LLC that own or hold Class A Units, so long as any such Affiliate remains an Affiliate of LCM Asset Management LLC. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or otherwise taken by the LCM Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the LCM Members that own or hold a majority of the Class A Units owned or held by all of the LCM Members at such time. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a LCM Member as of such time.

“Liens” means any lien, encumbrance, claim, right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, preemptive right, judgment, conditional sale or other title retention agreement and all other impositions, imperfections, defects, limitations or restrictions of any nature or kind whatsoever.

“Major Member” means each Member that, as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date), owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Units as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date); provided, however, that any such Member will permanently cease to be a “Major Member” once such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units at any time after the Effective Date; provided, that if any such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units at any time after the Effective Date as a result of the sale or issuance of Additional Securities pursuant to Section 9.6(d), then such Member shall not cease to be a Major Member as a result of such sale or issuance unless such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units after the consummation of the sale or issuance of Additional Securities to Other Preemptive Members pursuant to Section 9.6(d), if any.

“Majority Members” means, as of any time of determination, Members that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Units as of such time; provided, that, solely for purposes of determining “Majority Members” under Section 15.1(a), the reference to “Class A Units” set forth in the portion of this definition preceding this proviso shall be deemed to be a reference to “Class A Units and Class B Units (treated as one class of Units)”.

“Majority Specified Members” means, as of any time of determination, Specified Members as of such time who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Units owned or held by all Specified Members as of such time.

“Management Holders” means (a) members of the Board or any of the Subsidiary Governing Bodies and (b) employees of or consultants to the Company or any of its Subsidiaries, in any such case who are selected by the Board (or any applicable committee thereof) to participate in any Management Incentive Plan.

“Management Incentive Plan” means any management incentive plan established by the Board to provide incentives to Management Holders in the form of Class B Units or other equity or equity-based awards, as may be amended, supplemented, amended and restated or otherwise modified from time to time.

“Manager” means a manager serving on the Board at any given time.

“Member Nonrecourse Debt” means “partner nonrecourse debt” as set forth in Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such

Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Sections 1.704-2(i)(2) and (3).

“Member Nonrecourse Deductions” means “partner nonrecourse deductions” as set forth in Treasury Regulations Sections 1.704-2(i)(1) and (2).

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Permitted Liens” means Liens that are imposed (a) by this Agreement or (b) under applicable securities laws.

“Person” means an individual, an Entity, or a Governmental Authority.

“Personal Representative” means the legal representative (including a guardian, executor, administrator or conservator) of a deceased or incompetent Member that is an individual.

“Plan Asset Regulation” means the regulation issued by the U.S. Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

“Plan of Reorganization” means the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, as confirmed by the Bankruptcy Court on [●], 2025, and including all exhibits and supplements thereto.

“Profits” and “Losses” means, for each Allocation Year, an amount equal to the Company’s taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “Profits” and “Losses” shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “Profits” and “Losses,” shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or paragraph (c) in the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Company asset for purposes of computing Profits or Losses;



(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition thereof;

(f) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses; and

(g) notwithstanding any other provision of this definition of "Profits" and "Losses," any items that are specially allocated under this Agreement shall not be taken into account in computing Profits or Losses.

"Regulations" or "Treasury Regulations" means the income tax regulations promulgated under the Code as such regulations may be amended from time to time (including Temporary Regulations).

"Related Fund" means, with respect to any Person, any fund, account or investment vehicle that is controlled, managed or advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor that controls, manages or advises such Person or an Affiliate of such investment manager, advisor or subadvisor.

"Related Person" means, with respect to any individual, any of such individual's parents, spouse, siblings, children and grandchildren.

"Required Manager Approval" means the affirmative vote of 66-2/3% or more of the votes of all of the Managers present and entitled to vote at a meeting of the Board at which a quorum is present; provided, that the votes of the CEO Manager shall be excluded for all purposes of this calculation. For the avoidance of doubt, if there is a meeting of the Board and (a) five (5) Managers are present and entitled to vote at such meeting, then Required Manager Approval shall require the affirmative vote of at least three (3) Managers (excluding the CEO Manager), and (b) four (4) Managers (including the CEO Manager) are present and entitled to vote at such meeting, then Required Manager Approval shall require the affirmative vote of at least two (2) Managers (excluding the CEO Manager). The Required Manager Approval may also be provided by written consent if a consent or consents in writing is/are signed by the Managers holding not less than the total number of votes that would be necessary to authorize

the action by Required Manager Approval at a meeting of the Board at which all Managers then in office were present and voted.

“Restricted List” means a schedule or list of disqualified transferees as determined by the Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the Board. Any reference in this Agreement to the Restricted List as of any time of determination shall mean the schedule or list referred to in the immediately preceding sentence that was most recently provided by the Company to the Members that own or hold Class A Units, including by posting any such schedule or list to the website referred to in Section 17.2.

“Restructuring Transactions” has the meaning given to such term in the Plan of Reorganization.

“ROFO Transaction” means a Transfer of all or any portion of a Member’s Units to any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than a Transfer that constitutes an Excluded ROFO Transfer.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (a) all or substantially all of the consolidated assets of the Company and its Subsidiaries (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the Voting Securities of any direct and/or indirect Subsidiary or Subsidiaries of the Company if substantially all of the consolidated assets of the Company and its Subsidiaries are held by such Subsidiary or Subsidiaries) or (b) at least a majority of the then-issued and outstanding Class A Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership) to (in either case of clause (a) or clause (b)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

“Sanctions” means any economic, trade, or financial sanctions laws, regulations, embargoes, restrictive measures or other similar measures enacted, administered, imposed or enforced by any Sanctions Authority.

“Sanctions Authority” means any relevant Governmental Authority in the United States, the United Kingdom, the European Union or its member States, or other relevant jurisdiction, including but not limited to: the U.S. Treasury Department’s Office of Foreign Asset Control (OFAC), the U.S. State Department, the United Nations Security Council, and His Majesty’s Treasury.

“Sanctioned Person” means, at any time of determination, any Person that is the target of Sanctions as of such time or owned or controlled, directly or indirectly, by a Person that is the target of Sanctions as of such time.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Significant Member” means, as of any time of determination, any Member that owns or holds (together with its Affiliates) five percent (5.0%) or more of the issued and outstanding Class A Units as of such time.

“Specified Financing” means any financing or refinancing of any indebtedness or debt securities of the Company or any of its Subsidiaries that is consummated with any Existing Lender or any Affiliate of any Existing Lender (collectively, “Participating Lenders”) pursuant to an opportunity that was made available to such Existing Lender on account of any class of indebtedness or debt securities held by such Existing Lender; provided, that each Existing Lender that holds indebtedness or debt securities of such class, in its capacity as such, has been offered a bona fide opportunity to fund or otherwise provide its pro rata share of the indebtedness or debt securities on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such financing or refinancing) as such Participating Lenders (it being understood that first-out loans and second-out loans are different classes of loans).

“Specified Members” means, as of any time of determination, Members that do not have a Designation Right as of such time. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or otherwise taken by the Specified Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the Majority Specified Members; provided, however, that for purposes of designating the Independent Designee pursuant to Section 6.2(b)(iii) or filling a vacancy on the Board resulting from the Independent Designee ceasing to serve as a member of the Board (which vacancy shall be filled pursuant to Section 6.14), the Specified Members may act by either (a) the vote of Specified Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Specified Members called for purposes of authorizing, approving or otherwise considering any such action, or (b) Majority Specified Members acting by written consent. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a Specified Member as of such time.

“Subsidiary” means, as of any time of determination and with respect to any specified Person, any limited liability company, partnership, limited partnership, joint venture, association, or other Entity (a) more than a majority of the aggregate voting power of the Voting Securities of which is, as of such time, directly or indirectly owned by such Person, or (b) in which such Person, directly or indirectly, owns more than fifty percent (50.0%) of the equity economic interest thereof.

“Subsidiary Governing Body” means the board of directors, the board of managers or other governing body (including any committee of any such governing body) of each Subsidiary of the Company.

“Super-Majority Members” means, as of any time of determination, Members that collectively own or hold at least sixty-six percent (66.0%) of the issued and outstanding Class A Units as of such time.

“Tag-Along Transaction” means any transaction or series of related transactions involving a Transfer (excluding any Excluded Tag-Along Transfer) by one or more Members of Class A Units that represent, in the aggregate, forty percent (40.0%) or more of all of the Class A Units that are issued and outstanding at the time of such transaction (or, in the case of a series of related transactions, at the time of the first transaction in such series of related transactions) to any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

“Transaction Support Agreement” has the meaning given to such term in the Plan of Reorganization.

“Transfer” means any direct or indirect sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of Units (including (x) a disposition under judicial order, legal process, execution, attachment, foreclosure or enforcement of a Lien and (y) the granting of any option or entering into any agreement for the future sale, transfer or other disposition of Units), whether voluntary or involuntary, whether of record, constructively or beneficially, whether with or without consideration, and whether by operation of law or otherwise, including by recapitalization, merger, consolidation, division, liquidation, dissolution, dividend, distribution or otherwise. Notwithstanding the foregoing, any transaction in which a Member lends, borrows or sells with an agreement to repurchase any Units to or from brokers, banks, or other financial institutions for the purpose of effecting margin transactions, or pledges, hypothecates, grants a security interest in, lien on or otherwise encumbers Units in connection with such Member’s or any of its Affiliates’ financing arrangements, in any such case in the ordinary course of business of such Member, shall not constitute a Transfer of Units for purposes of this Agreement; provided, however, that any foreclosure (including the retention of Units in satisfaction of any obligations) on Units by any such broker, bank or other financial institution in accordance with such margin transactions and financing arrangements shall be deemed a Transfer of Units for purposes of this Agreement. The terms “Transferee,” “Transferring,” “Transferor,” “Transferred,” and other forms of the word “Transfer” shall have the correlative meanings.

“Transfer Agent” means any bank, trust company or other Person (including the Company or one of its Affiliates, or any officer of the Company) as shall be appointed from time to time by the Company to act as registrar and transfer agent for the Units or any other Interests.

“United States” or “U.S.” means the United States of America.

“Voting Securities” means, with respect to any Person, the Equity Interests of such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person.

Additional Definitions. The following terms have the meanings set forth in the Sections set forth below:

| <u>Defined Term</u>        | <u>Location</u>           |
|----------------------------|---------------------------|
| “Acceptance Notice”        | 9.4(b)                    |
| “Act”                      | Recitals                  |
| “Additional Securities”    | 9.6(a)                    |
| “Affiliate Transaction”    | 6.18                      |
| “Agreement”                | Preamble                  |
| “Assistant Treasurers”     | 7.10                      |
| “Assistant Secretaries”    | 7.10                      |
| “BB Act”                   | 10.5(a)                   |
| “Board”                    | 6.1(a)                    |
| “BOI Reports”              | 4.7(a)                    |
| “CEO Manager”              | 6.2(b)(v)                 |
| “Certificate of Formation” | Recitals                  |
| “Chief Executive Officer”  | 7.4                       |
| “Chief Financial Officer”  | 7.5                       |
| “Class A Units”            | 5.1                       |
| “Class B Units”            | 5.1                       |
| “Company”                  | Preamble                  |
| “Company Representative”   | 10.5(a)                   |
| “Company Securities”       | 21.3                      |
| “Confidential Information” | 20.1                      |
| “Confidentiality Period”   | 20.1                      |
| “control”                  | Definition of “Affiliate” |
| “Controller”               | 7.6                       |
| “Conversion Units”         | 9.1(a)(ii)                |

| <u>Defined Term</u>                       | <u>Location</u> |
|---|-----------------|
| “Corporate Conversion”                    | 21.2            |
| “Counterparty”                            | 9.8             |
| “Counterparty Excluded Information”       | 9.8             |
| “Damages”                                 | 8.2(a)          |
| “Designation Notice”                      | 6.2(d)          |
| “Drag-Along Transaction”                  | 9.3(a)          |
| “Drag-Along Transaction Documents”        | 9.3(b)(iv)      |
| “Drag Notice”                             | 9.3(a)          |
| “Dragged Members”                         | 9.3(a)          |
| “Effective Date”                          | Preamble        |
| “e-mail”                                  | 19.5            |
| “Fiscal Year”                             | 10.1            |
| “flow-through entity”                     | 18.1(g)         |
| “Identified Person”                       | 8.5(a)          |
| “Indebtedness”                            | 5.8             |
| “Independent Designee”                    | 6.2(b)(iii)     |
| “Initial LLC Agreement”                   | Recitals        |
| “Initial Member”                          | Recitals        |
| “Initiating Holders”                      | 9.4(a)          |
| “Investment Documents”                    | 9.3(b)(v)       |
| “Meeting”                                 | 6.20(a)         |
| “Member”                                  | Preamble        |
| “Member Beneficial Ownership Information” | 4.7(b)          |

| <u>Defined Term</u>        | <u>Location</u>                     |
|----------------------------|-------------------------------------|
| “Observer”                 | 6.20(a)                             |
| “Observer Member”          | 6.20(a)                             |
| “Offered Units”            | 9.7(a)                              |
| “Offering Member”          | 9.7(a)                              |
| “Opportunity”              | 8.5(a)                              |
| “Other Entity”             | 8.2(a)                              |
| “Other Preemptive Members” | 9.6(d)                              |
| “Participating Lenders”    | Definition of “Specified Financing” |
| “Preemptive Members”       | 9.6(a)                              |
| “Preemptive Rights Notice” | 9.6(a)                              |
| “Principal Office”         | 2.4                                 |
| “Pro Rata Portion”         | 9.6(a)                              |
| “Proceeding”               | 8.2(a)                              |
| “Proposed Terms”           | 9.7(a)                              |
| “Purchase Notice”          | 9.7(b)                              |
| “Register of Members”      | 4.1                                 |
| “Registered Holder”        | 21.3                                |
| “Regulatory Allocations”   | 12.3                                |
| “Related Companies”        | 8.5(c)                              |
| “Reorganized Issuer”       | 21.2                                |
| “Representatives”          | 20.2(a)(i)                          |
| “Right of First Offer”     | 9.7(b)                              |
| “ROFO Member”              | 9.7(a)                              |
| “ROFO Notice”              | 9.7(a)                              |

| <u>Defined Term</u>               | <u>Location</u> |
|-----------------------------------|-----------------|
| “ROFO Period”                     | 9.7(b)          |
| “ROFO Portion”                    | 9.7(c)          |
| “Sale Notice”                     | 9.4(a)          |
| “Secretary”                       | 7.8             |
| “Selling Members”                 | 9.3(a)          |
| “Specified Insurance”             | 8.7             |
| “Specified Preemptive Members”    | 9.6(d)          |
| “Surviving Entity”                | 9.3(b)(v)       |
| “Tag-Along Sellers”               | 9.4(a)          |
| “Tag-Along Transaction Documents” | 9.4(c)          |
| “Taxing Authority”                | 13.4            |
| “Third Party Purchaser”           | 9.3(a)          |
| “Transfer Notice”                 | 9.1(c)          |
| “Treasurer”                       | 7.9             |
| “Unit Reclassification”           | 5.2(a)          |
| “Units”                           | 5.1             |
| “Vice Presidents”                 | 7.7             |

1.2 Rules of Construction. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) All references in this Agreement to Articles, Sections, clauses, Schedules and Exhibits shall be deemed to refer to Articles, Sections, clauses, Schedules and Exhibits to, or contained in, this Agreement.

(b) All Exhibits and Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.



(c) The words “include,” “includes” and “including,” when used herein shall be deemed in each case to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear).

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(e) Any reference in this Agreement to Units being owned or held “collectively” by more than one Member and/or other Persons shall not require that such Members and/or other Persons own or hold such Units jointly or otherwise require that all such Members and/or other Persons have ownership interests in, or rights to, all such Units, but rather is intended to describe Units that are owned by all such Members or other Persons in combination with one another.

(f) Any reference in this Agreement to “\$” or “dollars” shall mean United States dollars.

(g) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(h) The words “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

## ARTICLE 2 GENERAL

2.1 Limited Liability Company Agreement. The Members agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act, and agree that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(9) of the Act, (b) shall be effective as of the Effective Date and (c) shall govern the rights, duties and obligations of the Members and the Managers, except as otherwise expressly required by the Act.

2.2 Name. The name of the Company shall be, and the business of the Company shall be conducted under the name of, “[●]” or under such other name or names as the Board may determine from time to time.

2.3 Term. The term of the Company commenced on [●], 2025 and shall continue perpetually until a certificate of cancellation with respect to the Certificate of Formation shall be filed with the Secretary of State of the State of Delaware and become effective, and the Company is dissolved in accordance with Article 15.

2.4 Business Offices. The location of the principal place of business of the Company shall be [●], or such other place as the Board may from time to time determine (the “Principal

Office”). The Company may have one or more offices at such place or places, either within or outside the State of Delaware, as the Board may from time to time determine or as the business of the Company may require.

2.5 Registered Office and Agent. The Company’s registered agent and registered office in the State of Delaware is Cogency Global, Inc., located at 850 New Burton Rd #201, Dover, Delaware, 19904. At any time and from time to time, the Board may change the Company’s registered agent and registered office in the State of Delaware.

2.6 Qualification in Other Jurisdictions. The Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or as the Board determines to be desirable. Any officer or other authorized person of the Company, each as duly authorized by the Board, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement (except for tax purposes as set forth in the next sentence of this Section 2.7), and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that, to the extent an election described in the next sentence is not made, the Company shall be treated as a partnership (other than a ”publicly traded partnership” taxable as a corporation under Code Section 7704) for U.S. federal and, if applicable, state and local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment, except as otherwise required by law. Without prior Required Manager Approval and the prior approval or written consent of the Board and the Majority Members, the Company shall not make an election to be treated as an association taxable as a corporation for U.S. federal income tax purposes pursuant to Treasury Regulations Section 301.7701-3 (or any successor regulation or provision) or, to the extent applicable, state or local income tax purposes.

### **ARTICLE 3 PURPOSE OF THE BUSINESS**

The purpose and character of the business of the Company shall be to undertake and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities necessary, advisable, convenient or incidental thereto.

### **ARTICLE 4 MEMBERS; MEETINGS**

4.1 Members. The name of each Member, its address, contact information, Capital Contributions, and class or series and number of Units shall be reflected in a register held and maintained by the Transfer Agent (the “Register of Members”). The Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members from time to time to reflect the change in any of the information contained therein (including the withdrawal of one or more Members, the admission of one or more additional Members, additional Capital Contributions, forfeitures of Units, Transfers and the issuance of additional Units) only to the extent that the actions resulting in such changes were taken pursuant to, and in accordance with, the terms and conditions of this Agreement, and, if applicable, any applicable Management Incentive Plan and Award Agreement, and that any consents of the Members to such actions required hereunder, if any, were obtained. Any reference in this Agreement to the Register of Members shall be deemed to be a reference to the Register of Members, as amended and updated from time to time. If the Transfer Agent is any Person other than the Company or one of its Affiliates or officers, and such Transfer Agent will not include any particular information in the Register of Members, then the Company shall maintain a register or other record to reflect such information and shall amend and update such register or other record from time to time to reflect any change in any of the information contained therein to the same extent that the Register of Members would be required to be amended and updated by the Transfer Agent pursuant to this Agreement if such information was set forth therein and the Company served as the Transfer Agent, and any requirement or reference in this Agreement that such information shall be, or is, included or set forth in the Register of Members shall instead be a reference to any such register or other record.

4.2 Substituted Members and Additional Members.

(a) In connection with a Transfer of Units that is permitted pursuant to, and is effected in compliance with, the applicable terms of this Agreement, the Transferee of the Units subject to such Transfer shall become a substitute Member, effective on the date of such Transfer (which effective date shall not be earlier than the date of compliance with or waiver of the conditions to such Transfer set forth herein), entitled to all of the rights (excluding any rights of a Member that are not assignable or otherwise transferable pursuant to the terms of this Agreement), and subject to all of the obligations and restrictions, of the transferor Member to the extent of the Units so Transferred. Upon the substitution of a transferee Member, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect the substitution of such transferee Member. Any duly substituted Member shall be considered a “Member” for all purposes of this Agreement and the Act. Notwithstanding the requirement that substituted Members execute a Joinder Agreement pursuant to Section 9.1(c), this Agreement shall bind all holders of Units, regardless of whether any such holder executes this Agreement or a Joinder Agreement and by acceptance of Units each holder agrees to be so bound.

(b) Subject to the provisions of this Agreement (including Section 9.6 hereof), the Board may, from time to time in its sole discretion (and without the requirement of any consent or approval of any Member), admit additional Persons as Members and issue to such Persons Units on such terms and conditions (including the Capital Contributions required, the series and class of Units to be issued, the number of Units to be issued and,

if applicable, the vesting schedule of such Units and any forfeiture provisions applicable thereto) as the Board shall determine in its sole discretion. The admission of an additional Member to the Company, and the issuance to such Person by the Company of Units in connection with such admission as a Member, shall be subject to the satisfaction of the following conditions: (i) such additional Member shall have become a party to this Agreement by executing and delivering to the Company a Joinder Agreement (duly completed) and such other written documentation as the Board may require in connection with such admission and issuance (including an AI Questionnaire and an IRS Form W-9 or appropriate IRS Form W-8, as applicable), (ii) such issuance of Units shall not require the Company to register any Units under the Exchange Act (as a result of the number of holders of Units or otherwise), unless, at the time of such issuance, the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act, (iii) the compliance with all applicable laws and regulations (including securities laws) relating to such admission and issuance, (iv) such issuance of Units shall not cause the Company to be treated as an association taxable as a corporation or as a “publicly traded partnership” for U.S. federal income tax purposes, (v) such issuance of Units shall not cause the Company to be required to register as an “investment company” under the Investment Company Act, (vi) such issuance of Units shall not cause the underlying assets of the Company to be deemed “plan assets” as defined under and pursuant to the Plan Asset Regulation or constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (vii) such additional Member shall not be a Competitor or a Sanctioned Person. Upon the admission of a new Member, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect the addition of such new Member. Any duly admitted new Member shall be considered a “Member” for all purposes of this Agreement and the Act. Notwithstanding the requirement that additional Members execute a Joinder Agreement, this Agreement shall bind all holders of Units, regardless of whether any such holder executes this Agreement or a Joinder Agreement, and by acceptance of Units each holder agrees to be so bound.

#### 4.3 Member Meetings.

(a) *Meetings.* Meetings of the Members may be called for any purpose at any time by the Board or by Members who collectively own or hold at least twenty percent (20.0%) of the issued and outstanding Class A Units (determined as of the time that such meeting is called). Anything in this Agreement to the contrary notwithstanding, no regular, special or other meetings of the Members are required to be held.

(b) *Place of Meetings.* Member meetings may be held (i) at any place within or outside the State of Delaware designated by the Board or the Members calling any such meeting, and/or (ii) if the Board or the Members calling any such meeting so determine, by means of remote communication in accordance with Section 4.3(k). In the absence of any other designation by the Board or the Members calling any such meeting, Member meetings shall be held at the Principal Office.

(c) *Notice of Meetings.* Not less than five (5) Business Days prior to any Member meeting, notice of the place, if any, the purpose and the date and time of such meeting shall be delivered by the Secretary to each Member entitled to vote at such meeting in accordance with Section 19.5. Presence of a Member (in person or by duly authorized proxy) at a meeting shall constitute waiver of notice by such Member, except where a Member (in person or by duly authorized proxy) participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened and does not at such meeting vote for or assent to action taken at such meeting.

(d) *Quorum.* The holders of more than fifty percent (50.0%) of the aggregate voting power of the then-issued and outstanding Units entitled to vote on a matter to be presented at a Member meeting, either present in person or represented by proxy, shall constitute a quorum with respect to action on such matter, and action may be taken with respect to any matter presented at the meeting only if a quorum exists with respect to such matter.

(e) *Voting.* Every Member entitled to vote its Units on any matter to be presented at a Member meeting shall be entitled, with respect to such matter, to one (1) vote for each such Unit held of record by such Member on the record date designated for such meeting. Whenever any action is to be taken with respect to any matter by vote of the Members, such action shall be authorized by the affirmative vote of holders of a majority of the aggregate voting power of the then-issued and outstanding Units entitled to vote on such matter, unless the express provisions of this Agreement require a different vote (including any provision of this Agreement that requires any matter to be approved by the Majority Members, the Specified Members or the Super-Majority Members), in which case such express provisions shall govern and control.

(f) *Adjournment.* Notwithstanding any other provision of this Agreement, if a quorum is not present at any Member meeting, such meeting may be adjourned by announcement of the chairperson of the meeting or by affirmative vote of the holders of a majority of the aggregate voting power of the Units that are present in person or represented by proxy at such meeting and are entitled to vote on one or more matters to be presented at such meeting. Notice of an adjournment need not be given to the Members if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. However, if the adjournment is for more than thirty (30) days from the date of the original meeting, or if after the adjournment a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given in accordance with Section 4.3(c) to each Member of record entitled to vote at such adjourned meeting.

(g) *Record Date.* Unless otherwise determined by the Board, the date on which notice of a Member meeting is first sent shall be the record date for the determination of Members entitled to notice of or to vote at such meeting (including any adjournment thereof). The record date for determining Members entitled to express consent to action in writing without a meeting shall be the first date on which a signed

written consent setting forth the action taken or proposed to be taken is delivered to the Company.

(h) *Proxies.* Each Member may authorize another Person or Persons to act for him, her or it by proxy by an instrument executed in writing and delivered to the Company in accordance with Section 19.5 before or at the time of the meeting or execution of a written consent, as the case may be. Should a proxy designate two or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one such Person is present, then such powers may be exercised by that Person; or if an even number of such Persons attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Units that are the subject of such proxy are to be voted with respect to such issue. The appointment of a proxy shall be effective for eleven (11) months from the date of such appointment unless a different period is expressly specified in the appointment form. A proxy may only be voted or acted upon by its holder in accordance with written instructions of the Member granting such proxy. Except as otherwise limited therein, proxies shall entitle the individuals authorized to vote at a meeting thereby to vote at any adjournment or postponement of such meeting. A proxy purporting to be executed by or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Subject to the above, any proxy may be revoked if an instrument revoking it or a proxy bearing a later date is delivered to the Company in accordance with Section 19.5.

(i) *Conduct of Member Meetings.* The Chairperson or, in the Chairperson's absence, the Chief Executive Officer (or, in the Chief Executive Officer's absence, any Vice President) shall call meetings of the Members to order and act as chairperson of such meetings. In the absence of said officers, any Member entitled to vote at the meeting, or any proxy of any such Member, may call the meeting to order and a chairperson shall be elected by the affirmative vote of holders of a majority of the voting power of the Units present in person or represented by proxy and entitled to vote on any matter to be presented at such meeting. The Secretary or any Assistant Secretary or any person appointed as secretary of a meeting of the Members by the chairperson at any meeting of the Members may act as secretary of such meeting. The chairperson of any Member meeting shall determine the order of business and the procedure at such meeting, including such regulation of the manner of voting and the conduct of discussion.

(j) *Action by Written Consent.* Notwithstanding anything contained in this Agreement to the contrary, any action required or permitted by applicable law to be taken at any Member meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members that own or hold Units representing not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all the Members entitled to vote thereon were present and voted and shall be delivered to the Company in accordance with Section 19.5. An action by written consent

of the Members shall become effective as of the time the last written consent necessary to effect the contemplated action is received by the Company, unless all consents necessary to effect the contemplated action specify a later time, in which case the later time shall be the effective time of such action. Prompt notice (and in any event within ten (10) Business Days after receipt of the written consent by the Company) of the taking of Member action without a meeting by less than unanimous written consent shall be given by the Company to those Members who have not consented in writing and were entitled to vote on the matters that were the subject of such action. Without limiting the foregoing, any provision of this Agreement that requires any matter to be approved by, or permits any action to be taken by, any of the Majority Members, the Specified Members or the Super-Majority Members may be approved or taken by such applicable Members by written consent.

(k) *Meetings by Remote Communication.* One or more, or all, Members may participate in any meeting of the Members through the use of any means of remote communication by which all Persons participating can hear each other at the same time. Any Member participating in a meeting by any such means of remote communication is deemed to be present in person at such meeting, except as set forth in Section 4.3(c).

#### 4.4 Authority of the Members.

(a) Notwithstanding Section 18-402 of the Act, except as expressly authorized in writing by the Board or this Agreement (including Article 7 hereof), no Member, nor any officer, employee or agent of any Member, as such, shall have the authority or power to manage the Company or to act for the Company for any purpose, or to engage in any transaction, make any commitment, enter into any contract or incur any obligation or responsibility (whether as principal, surety or agent) on behalf of, or in the name of, the Company, or bind the Company, or hold itself out to any third party as acting for or on behalf of the Company, all such powers being vested in the Board. To the fullest extent permitted by applicable law, any attempted action in contravention of this Section 4.4 shall be null and void *ab initio* and not binding upon the Company. The Company shall not be responsible or liable for any indebtedness or obligation (including any legal and other professional fees or disbursements) of any Member incurred or arising either before or after the Effective Date, except as provided in Article 8.

(b) Except (i) for the Company Representative acting, subject to the terms hereof, in its capacity as such, (ii) pursuant to a duly authorized proxy in accordance with Section 4.3(h), and (iii) as set forth in Section 9.3, no Member shall have any authority to bind, to act for, to execute any document or instrument on behalf of or to assume any obligation or responsibility on behalf of, any other Member. No Member shall, by virtue of being a Member, be responsible or liable for any indebtedness or obligation of any other Member incurred or arising either before, on or after the Effective Date.

4.5 Limitation on Liability. Except as otherwise provided by applicable law, the debts, obligations and liabilities of the Company, whether arising under contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company

solely by reason of being a Covered Person. The immediately preceding sentence shall constitute a compromise to which all the Members have consented within the meaning of the Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Covered Person.

4.6 AI Questionnaire. If any Member that is an Accredited Investor on the date on which such Member became a party to this Agreement shall thereafter cease to be an Accredited Investor, then such Member shall promptly (but in any event no later than ten (10) Business Days after the date on which such Member ceased to be an Accredited Investor) inform the Company in writing of such fact. In addition, the Company shall have the right, at any time and from time to time, to request that any Member complete, execute and deliver to the Company an AI Questionnaire. The Company shall make any such request in writing delivered to the applicable Member in accordance with Section 19.5. If any Member receives any such request, then such Member shall promptly (but in any event no later than ten (10) Business Days after the date on which such Member receives such written request) complete, execute and deliver to the Company an AI Questionnaire. Nothing in this Section 4.6 shall amend, alter or otherwise modify the restriction against Transferring Units to any Person that is not an Accredited Investor pursuant to Section 9.1(a)(vii).

4.7 Beneficial Ownership Reporting. The Members agree to cooperate in a commercially reasonable manner in connection with the compliance by the Company or any of its Subsidiaries with all applicable BOI Laws, including making any adjustments and/or amendments to this Section 4.7 that may be reasonably necessary or appropriate in consideration of additional guidance issued by FinCEN or any other Governmental Authority in respect of the implementation of BOI Laws. Without limitation of the preceding sentence.

(a) The Board shall make or cause to be made any beneficial ownership or related filings or reports (“BOI Reports”) required pursuant to any BOI Laws for the Company or any of its Subsidiaries. The Board shall be entitled to rely on the Member Beneficial Ownership Information provided by the Member(s) pursuant to clause (b) (if any). Each Member shall be entitled to review the portion of the BOI Report (or a summary thereof) of the Company or any of its Subsidiaries that relates to such Member upon reasonable request made at least fifteen (15) days before such BOI Report is due; provided, that a Member’s entitlement to review the portion of the BOI Report relating to such Member will be limited if such review would result in a delay in the filing of the BOI Report beyond its due date. For the avoidance of doubt, the Board shall make the final determination regarding the reporting requirements applicable to the Company and its Subsidiaries under BOI Laws, including the applicability of reporting under the BOI Laws to the Company and its Subsidiaries, the application of an exemption from such reporting for the Company or any of its Subsidiaries, the timing for filing a BOI Report, the contents of a BOI Report, and the need to update any BOI Report.

(b) Each Member shall be responsible for (i) initially determining whether there are any reportable “beneficial owners” under any applicable BOI Laws in respect of the Company or any of its Subsidiaries as a result of such Member’s direct or indirect



ownership and/or control of the Company or any such Subsidiary, (ii) providing “FinCEN identifiers” and such other identifying information as shall be required to comply with any applicable BOI Laws (the “Member Beneficial Ownership Information”) in respect of any such beneficial owners to the Company and the Board as is needed to enable the Company or any of its Subsidiaries to timely comply with its disclosure obligations under any applicable BOI Laws, and (iii) promptly responding to any information and other requests by the Company or the Board in connection with the Company’s or any of its Subsidiaries’ compliance with all applicable BOI Laws, including the Board’s independent assessment to identify reportable beneficial owners under applicable BOI Laws. Each Member further represents, warrants and agrees that (x) within a reasonable time after a request by the Company, but no later than five (5) Business Days after the Company makes such request, it will provide the Company and the Board with all of such Member’s applicable Member Beneficial Ownership Information; provided, that if the Company requires a response within five (5) Business Days of such request, then the Company will provide notice to such Member in such request and such Member will use commercially reasonable efforts to provide the requested Member Beneficial Ownership Information within the timeframe set forth in such request, (y) it will notify the Company and the Board promptly of any updates to or changes to any of its Member Beneficial Ownership Information that would reasonably be expected to require an updated BOI Report in respect of the Company or any of its Subsidiaries under any applicable BOI Laws, and (z) it will use reasonable efforts to ensure that any filings or profiles associated with any Member Beneficial Ownership Information that it has provided in connection with the application for a “FinCEN identifier” will be kept current as and to the extent required by any applicable BOI Laws. Each Member authorizes the disclosure by the Company or any of its Subsidiaries of its Member Beneficial Ownership Information provided pursuant to this clause (b) to the extent necessary to comply with any applicable BOI Laws.

(c) To the extent legally permissible and reasonably practicable, the Members shall keep the Company promptly informed of each notice or other communication received from FinCEN or any other Governmental Authority concerning any BOI Reports relating to the Company and/or any of its Subsidiaries, and shall consult in a reasonable manner with the Company prior to communicating with FinCEN or any other Governmental Authority concerning any BOI Reports or compliance with any applicable BOI Laws by the Company and/or any of its Subsidiaries.

(d) Each Member agrees, severally and not jointly, to indemnify and hold harmless the Company, its Subsidiaries, the Board and the other Members from and against any and all liability, damage, cost or expense (including reasonable attorneys’ fees) incurred by them that directly results from any default by such Member in its representations, warranties and agreements under this Section 4.7.

## ARTICLE 5 CAPITAL STRUCTURE

5.1 Units. All of the Interests shall be issued in unit increments (each, a “Unit” and, collectively, the “Units”). The Units shall initially be divided into the following classes:

(a) Class A Voting Common Units (the “Class A Units”) and (b) Class B Limited-Voting Common Units (the “Class B Units”). The rights and privileges associated with the Units are as set forth in this Agreement and, in the case of the Class B Units, in any applicable Management Incentive Plan and Award Agreement. References herein to any class or series of Units shall apply to limited liability company interests or other Equity Interests of the Company issued to Members in respect of, in exchange for, or in substitution of, such class or series of Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, split-up, sale of assets, distribution to unitholders or combination of such class or series of Units or any other change in the Company’s capital structure (including shares or interests of a surviving corporation or other Entity or successor into which units or interests of the Company are exchanged).

## 5.2 Issuance of Units.

(a) Effective as of the Effective Date, each of the “Common Units” (as defined in the Initial LLC Agreement) that were transferred and delivered by the Initial Member to the recipients thereof as set forth in the Plan of Reorganization, are hereby reclassified as one (1) Class A Unit (the “Unit Reclassification”) such that, effective as of the Effective Date immediately following the Unit Reclassification, there are [●] Class A Units issued and outstanding, all of which are duly authorized and validly issued, fully paid and non-assessable, and free and clear of any Liens, other than Permitted Liens and Liens created by the applicable Member. Except for the [●] Class A Units referred to in the immediately preceding sentence, no other Units or Interests, or options, warrants or other securities that are convertible into, or exchangeable or exercisable for, Units or Interests shall be issued or outstanding on, or immediately after, the Effective Date after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date and the consummation of the Unit Reclassification.

(b) Subject to compliance with its obligations under Section 9.6 hereof (to the extent applicable), the Board may from time to time cause the Company to authorize, create and/or issue additional Units (of existing or new classes or series) or other equity or equity-based securities of the Company (including creating additional classes or series thereof having such ranking, powers, designations, preferences, rights and obligations as may be determined by the Board in its sole discretion, including ranking, powers, preferences, rights and obligations different from, senior or junior to or more or less favorable than existing classes or series of Units or other equity or equity-based securities of the Company). Such Units or other equity or equity-based securities may be issued for any amount and form of consideration as the Board may determine, including cash or other property, tangible or intangible, received or to be received by the Company or any of its Subsidiaries, or services rendered or to be rendered to the Company or any of its Subsidiaries. In connection with the foregoing, the Board shall have the power to make such amendments or modifications to this Agreement (including any amendment and restatement of this Agreement) in order to provide for such additional Units or equity or equity-based securities (including any Class B Units), and such ranking, powers, designations, preferences, rights and obligations as the Board in its discretion deems necessary or appropriate to give effect to such authorization, creation and/or issuance (including amending this Agreement to incorporate the terms of such class or series of

Units or other equity or equity-based securities of the Company, including economic and governance rights which may be different from, senior or junior to or more or less favorable than the other existing classes or series of Units or other equity or equity-based securities of the Company), all without further vote or action of the Members; provided, however, that if any such amendments or modifications would otherwise require any vote or consent pursuant to any of clauses (i)-(x) of Section 16.1(a) (other than immaterial amendments or modifications), then such vote or consent shall be obtained as a condition to any such amendment or modification.

(c) The Class B Units may be issued from time to time by the Company pursuant to grants to Management Holders under the terms of any Management Incentive Plan; provided, that no Units other than Class B Units can be designated as incentives under any Management Incentive Plan. In addition to the terms and conditions set forth in this Agreement that are applicable to the Class B Units, the Class B Units shall be subject to all of the terms and conditions set forth in any applicable Management Incentive Plan and/or Award Agreement, including any terms relating to vesting and forfeiture, repurchase or redemption rights of the Company and restrictions on Transfer. The Members and the Company agree that in the event of any conflict or inconsistency between the terms of any Management Incentive Plan or any Award Agreement and this Agreement, the terms of this Agreement shall control; provided, however, that any Management Incentive Plan or any Award Agreement may impose greater restrictions on, and/or grant lesser rights to, the Class B Units and the holders thereof than the restrictions and rights set forth in this Agreement. Class B Units may be treated as “profits interests” provided (i) such Class B Units have a Hurdle Amount which shall not be less than the amount that would be distributed to the Members pursuant to Section 15.2(b) in a hypothetical liquidation of the Company if the Company were to sell all of its assets for their Fair Market Value on the date of grant and distribute all of the proceeds from such sale in accordance with Section 15.2, and (ii) such Class B Units are issued to employees and service providers of the Company or any of its Subsidiaries.

(d) Each Member hereby acknowledges that (i) certain of the Class B Units may be issued in the form of profits interests granted in connection with services rendered or to be rendered by the recipients thereof, (ii) the holder of any such Class B Units shall file an election under Code Section 83(b) with respect to such profits interests and provide a copy of such election to the Company, (iii) the Company may be required to adjust the Capital Account of Members and/or make special allocations of Profits and Losses (and related tax items) to appropriately account for the issuance of such profits interests, and (iv) the Company may be required to make special forfeiture allocations of gross items of deduction or loss (including, as may be permitted by or under Treasury Regulations to be adopted, notional items of income, gain, deduction or loss) in accordance with the Treasury Regulations to be adopted under Code Sections 704(b) and 83 or as determined by the Board to account for forfeitures, repurchases or redemptions of Class B Units that have not vested. The Company is authorized and directed to elect the liquidation valuation safe harbor as may be permitted pursuant to or in accordance with any finally promulgated successor rules to proposed Treasury Regulations Section 1.83-3(l) (and any successor provision) and IRS Notice 2005-43, and the Company and each of the Members (including any person to whom an interest in the Company is

transferred in connection with the performance of services) agree to comply with all requirements of such safe harbor with respect to all Units in the Company transferred in connection with the performance of services while such election remains effective.

(e) Upon the issuance of any Class B Units issued in the form of profits interests, the Board shall specify the Hurdle Amount applicable to such Units. Upon the issuance of any Class B Units issued in the form of profits interests, the Company and the Members will (i) treat such Class B Units as outstanding for tax purposes, (ii) treat each holder of such Class B Units as a partner of the Company for tax purposes with respect to such Class B Units, (iii) file all tax returns and reports consistently with the foregoing, and neither the Company nor any of the Members will deduct any amount (as wages, compensation or otherwise) for the fair market value of such Class B Units for U.S. federal income tax purposes, and (iv) treat such Class B Units as “profits interests” under Revenue Procedure 93-27, I.R.B. 1993-24 (June 9, 1993) and Revenue Procedure 2001-43, I.R.B. 2001-34 (August 2, 2001), and the provisions of this Agreement shall be interpreted and applied consistently therewith. The initial Capital Account of each Member in respect of Class B Units owned or held by such Member that are intended to be “profits interests” shall be equal to zero. Each Member that owns or holds Class B Units agrees to take into account its distributive share of all items of income, gain, loss, deduction and credit associated with such Class B Units in computing its U.S. federal income tax liability for the entire period during which it holds the Class B Units as if such Class B Units were fully vested.

5.3 Certificated Units. If the Board so elects, the Units shall be certificated in such form as the Board may from time to time determine. Such certificates shall be signed by any two (2) authorized officers of the Company, and may, but need not, be sealed with the seal of the Company. Any or all of the signatures on the certificate may be by facsimile or electronic signature. In case any officer of the Company who shall have signed, or whose facsimile or electronic signature shall have been placed on, any certificate evidencing Units shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Company, such certificate may nevertheless be issued and delivered by the Company as though the person who signed such certificate, or whose facsimile or electronic signature shall have been placed thereon, had not ceased to be such officer of the Company.

5.4 Voting Rights.

(a) Except as otherwise provided by non-waivable provisions of applicable law or this Agreement, the holders of Class A Units (in their capacity as such) shall have full voting rights and powers to vote on all matters submitted to the Members for vote, consent or approval (including the matters listed on Schedule A attached hereto), and each holder of Class A Units shall be entitled to one (1) vote for each Class A Unit held of record by such holder on any matter submitted to the Members for approval.

(b) Except as provided in Section 15.1(a), or as otherwise provided by non-waivable provisions of applicable law, the holders of Class B Units (in their capacity as such) shall have no right to vote on any matter submitted to the Members for vote, consent or approval, and the Class B Units shall not be included in determining the

number of Units voting or entitled to vote on such matters (including for purposes of determining whether a quorum is present at any meeting of the Members or whether the requisite number of Member consents have been received for purposes of determining whether an action has been properly authorized by written consent of the Members).

(c) Except as this Agreement expressly provides otherwise or as otherwise expressly provided by non-waivable provisions of applicable law, no holders of Units shall be entitled to any voting rights, and any action which would otherwise be subject to the vote or consent of Members under the Act may be taken by the Company by approval of the Board.

5.5 Record. The Company shall keep and maintain, or cause to be kept and maintained, a record of the name of each Person holding Units, the class or series and number of Units held by each such Person, any Transfer thereof and, in case any Unit is represented by a certificate and such certificate is cancelled, the date of cancellation thereof. Unless otherwise determined by the Board, the Register of Members shall serve as such record. The Person in whose name Units are registered on the Register of Members or such other record as determined by the Board shall be deemed the owner thereof, and thus a holder of record of such Units, for all purposes as regards the Company.

5.6 No Appraisal Rights. The Members agree that no appraisal rights, dissenter's rights or other similar rights shall be available with respect to the Units, and waive all such rights in connection with any amendment of this Agreement or the Certificate of Formation, any merger or consolidation in which the Company is a constituent party, any conversion of the Company to another business form, any division of the Company into two or more other Entities, any transfer to or domestication in any jurisdiction by the Company, the sale of all or substantially all of the Company's assets or otherwise.

5.7 Lost, Destroyed or Mutilated Certificates. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder in customary form will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Units, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Units represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

5.8 Creditor Relationships. Anything in this Agreement to the contrary notwithstanding (including Section 6.18), the Company and each of the Members hereby agree and acknowledge that certain Members and/or their Affiliates are also holders of indebtedness and debt securities of, and guarantees thereof by, the Company and its Subsidiaries (collectively, "Indebtedness"), and in such capacity may have interests that are divergent from the Company, its Subsidiaries and/or the other Members, and that under no circumstances will any such Member or any such Affiliate be prohibited from taking any action or enforcing any right entitled to it under the terms of the documentation relating to or governing the Indebtedness held by such Member or such Affiliate or to which it is entitled under law. To the fullest extent

permitted by law, no holder of Indebtedness shall be liable to the Company, any of its Subsidiaries or the other Members for breach of this Agreement or any fiduciary duty by reason of any such activities of such holder, including exercising any rights of such holder under documentation relating to or governing such Indebtedness or to which such holder may be entitled under law, and the Company and each Member hereby irrevocably waive any and all rights to claim any such actions are a breach of this Agreement or the fiduciary duties (if any) of such holder. In addition, any holder of Indebtedness, in exercising its rights as a lender or creditor of the Company or any of its Subsidiaries, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (a) its status or the status of any of its Affiliates as a Member, (b) the interests of the Company, any of its Subsidiaries or any of the Members, or (c) any duty it may have to any other Member, except as may be required under the applicable financing documents relating to such Indebtedness.

## **ARTICLE 6 MANAGEMENT; OPERATION OF THE COMPANY BUSINESS**

### 6.1 Management of the Company.

(a) Subject to the terms and conditions of this Agreement, the business and affairs of the Company shall be managed by the board of managers of the Company (the “Board”), which shall direct, manage and control the business of the Company. Except where the approval of the Members (including the Majority Members, the Specified Members or the Super-Majority Members) is expressly required by this Agreement or by non-waivable provisions of applicable law, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business. The enumeration of powers in this Agreement shall not limit the general or implied powers of the Board or any additional powers provided by applicable law. Each Manager shall possess and may enjoy and exercise all of the rights and powers of a “manager” as provided in the Act, and each Manager shall be a “manager” as provided in the Act; provided, however, that (i) no individual Manager shall have the authority to act for or bind the Company without the requisite consent of the Board and (ii) each Manager will be subject only to the obligations, limitations and duties expressly set forth in this Agreement. Except (x) for the Company Representative acting, subject to the terms hereof, in its capacity as such (if the Company Representative is a Member), or (y) pursuant to a duly authorized delegation of authority by the Board, no Member shall have any right, power or authority to act (as agent or otherwise) for, or to bind, the Company in any manner.

(b) Except as expressly provided for in this Agreement or expressly required by non-waivable provisions of applicable law, the Members shall not have voting rights with respect to the management of the Company and shall not be entitled to vote on or consent to or approve or disapprove actions or decisions regarding the Company.

### 6.2 Board.

(a) The Board shall consist of five (5) Managers. Managers must be natural persons at least eighteen (18) years of age but need not be Members, residents of the State of Delaware or citizens of the United States.

(b) The Board shall be comprised of the following individuals:

(i) (A) for so long as the Golub Members collectively own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), two (2) Managers designated by the Golub Members, and (B) for so long as the Golub Members collectively own or hold a number of Class A Units that is equal to or greater than thirty percent (30.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), but less than fifty percent (50.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), one (1) Manager designated by the Golub Members;

(ii) for so long as the LCM Members collectively own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Units owned or held by the LCM Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), one (1) Manager designated by the LCM Members;

(iii) one (1) Independent Manager designated by the Specified Members (the “Independent Designee”); and

(iv) one (1) Manager who shall be the individual serving as the Chief Executive Officer of the Company (the “CEO Manager”).

(c) If at any time the Designation Right of any Designating Group terminates or is reduced (including any termination or reduction caused by the Persons included within the definition of such Designating Group ceasing to own or hold a number of Class A Units that is equal to or greater than any applicable percentage of (x) the number of Class A Units owned or held by such Designating Group on or as of the Effective Date as set forth in Section 6.2(b)(i) or Section 6.2(b)(ii), as applicable, or (y) the number of Class A Units issued and outstanding as set forth in Section 6.2(e), as applicable), then the applicable number of Holder Managers previously designated by such Designating Group pursuant to such Designation Right (if any) shall be automatically removed from the Board at the request of the Majority Members delivered to the Company in accordance with Section 19.5, without a need for any other action on the part of or notice to any Member or other Person, and the vacancy on the Board created by such removal shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling any such vacancy (or by the Majority Members acting by written consent). The termination or reduction of any Designating Group's Designation Right shall not adversely affect the Designation Right of any other Designating Group. Any reduction or termination of any Designating Group's Designation Right shall be permanent upon the occurrence of any such reduction or termination and shall not be reversed if the Persons included within the definition of such Designating Group shall thereafter own or hold Class A Units that are equal to or greater than any applicable percentage of (A) the number of Class A Units owned or held by such Designating Group on or as of the Effective Date as set forth in Section 6.2(b)(i) or Section 6.2(b)(ii), as applicable, or (B) the number of Class A Units issued and outstanding as set forth in Section 6.2(e), as applicable. Anything herein to the contrary notwithstanding, if Additional Securities are issued or sold pursuant to Section 9.6(d), then the determination as to whether a Designating Group's Designation Right is reduced or terminated shall not be made until after the consummation of the issuance or sale of Additional Securities to Other Preemptive Members pursuant to Section 9.6(d), if any. The right of the Specified Members set forth in Section 6.2(b)(iii) shall not be subject to termination or reduction.

For purposes of this Section 6.2(c), if at any time the Designation Right of a Designating Group is reduced to one (1) Holder Manager and two (2) Holder Managers designated by such Designating Group sit on the Board at the time of such reduction, and if the Majority Members request that one (1) such Holder Manager be removed from the Board as a result of such reduction, then the Holder Manager that should be removed from the Board pursuant to this Section 6.2(c) shall be the applicable Holder Manager specified by such Designating Group in writing to the Company or, if such Designating Group shall not so specify at or prior to the time of such request from the Majority Members, the applicable Holder Manager whose last name appears first in alphabetical sequence between both such applicable Holder Managers.

(d) With respect to (i) any designation of a Manager by a Designating Group pursuant to the Designation Right of such Designating Group (including any such designation made following the removal of a Manager made by such Designating Group pursuant to Section 6.12), (ii) any identification by a Designating Group of a Holder Manager to be removed pursuant to Section 6.2(c) (as contemplated by the second



paragraph of Section 6.2(c)) or (iii) any removal of a Manager from the Board that was previously designated by a Designating Group pursuant to the Designation Right of such Designating Group which removal is made by such Designating Group pursuant to Section 6.12, the applicable Designating Group shall execute and deliver to the Company a written notice (a “Designation Notice”) and such Designation Notice shall (A)(1) identify the individual that such Designating Group is designating or (2) specify the identity of the Manager to be removed from the Board, (B) certify to the Company that the Person(s) executing and delivering such Designation Notice own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within such Designating Group, and (C) include such additional information such that the Company can reasonably conclude that the certification in clause (B) is accurate (including the names of each Member included in such Designating Group and the number of Class A Units owned or held by each such Member). The Company shall confirm, based on the information set forth in the Register of Members that the Person(s) executing and delivering such Designation Notice own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group. If the Company confirms that a Designation Notice has been executed and delivered by the Person(s) that own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group, then the designation and/or removal specified in such Designation Notice shall be automatically effective, without a need for any action on the part of or notice to any Member or other Person, and the Company shall deliver notice thereof to the Members. If the Company confirms that a Designation Notice has not been executed and delivered by the Person(s) that own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group, then such Designation Notice shall be deemed void and invalid.

(e) The Designation Right of a Designating Group shall not be assignable, except for an assignment of such Designation Right to any Person or group of Persons that are Affiliates of one another that (i) acquires at least fifty percent (50.0%) of such Designating Group’s then-owned or held Class A Units in connection with such assignment of such Designation Right and (ii) owns or holds, individually or together with its Affiliates, immediately after giving effect to such acquisition of Class A Units, at least ten percent (10.0%) of the issued and outstanding Class A Units as of such time. A Designating Group that is assigned a Designation Right pursuant to this Section 6.2(e) shall continue to have such Designation Right (unless otherwise assigned as set forth in this Section 6.2(e)) for so long as such Designating Group owns or holds at least ten percent (10.0%) of the issued and outstanding Class A Units from time to time. For purposes of this Section 6.2(e), the Designation Right of the Golub Members shall include the rights of the Golub Members under Section 6.2(f) and the proviso in the first sentence of Section 6.8, and, if such rights are assigned to any permitted Person or group of Persons (as hereinabove provided), then the terms and provisions of Section 6.2(f), the proviso in the first sentence of Section 6.8, Section 16.1(a)(v) (as Section 16.1(a)(v)) applies to the proviso in the first sentence of Section 6.8) and this sentence shall thereafter be applied by substituting the name of such Person or group of Persons in lieu of the Golub Members.

(f) The Chairperson, if any, shall be one of the Managers, as determined by the Golub Members; provided, however, that if the Golub Members are not permitted to designate two (2) Managers pursuant to their Designation Right, then the Chairperson shall be appointed, removed and/or replaced from time to time by the Board.

(g) None of the Members, and no officer, director, manager, stockholder, partner, member, employee or agent of any Member, makes any representation or warranty as to the fitness or competence of the designee of any party hereunder to serve as a member on the Board (or any committee thereof) or any Subsidiary Governing Body by virtue of being a party to this Agreement.

(h) Each Manager shall execute and deliver a confidentiality agreement that is acceptable to the Board (which may be in the form of an acknowledgment by a Manager that he or she is bound by and subject to the obligations of confidentiality and disclosure set forth in Article 20 of this Agreement as if such obligations applied to such Manager).

6.3 Regular Meetings. Regular meetings of the Board shall be held at such time or times as may be determined by the Board and specified in the notice of such meetings.

6.4 Special Meetings. Special meetings of the Board may be called from time to time by (a) the Chairperson or (b) any two (2) Managers.

6.5 Place of Meetings. Any meeting of the Board may be held at such place or places as shall from time to time be determined by the Board and as shall be designated in the notice of the meeting. If no other place is designated in the notice of the meeting, such meeting shall be held at the Principal Office.

6.6 Notice of Meetings. Notwithstanding Section 19.5, notice of each meeting of the Board, whether regular or special, shall be given to each Manager (unless such notice is waived by such Manager as provided in Section 6.10) (a) if such notice is sent by overnight delivery, at least two (2) Business Days prior to such meeting or, (b) if such notice is sent by electronic mail, at least one (1) day prior to such meeting; provided, however, if a special meeting of the Board is being called due to exigent circumstances, as reasonably determined by the Chairperson or the Managers calling such meeting, then notice of such meeting may be provided to each Manager (unless such notice is waived by such Manager as provided in Section 6.10) by electronic mail at least twelve (12) hours prior to such meeting. Any such notice shall be sent to each Manager at such Manager's usual or last known business or residence address or electronic mail address, as applicable. The notice shall state the date, time and location (if such location is not the Principal Office) of the meeting, but need not state the purposes of such meeting.

6.7 Meetings by Remote Communication. One or more, or all, members of the Board or any committee designated by the Board may participate in a meeting of the Board or such committee through the use of any means of remote communication by which all persons participating can hear each other at the same time or by any other means permitted by the Act. Any Manager or committee member participating in a meeting by any such means of remote communication or by any such other means permitted by the Act is deemed to be present in person at such meeting, except as set forth in Section 6.10.

6.8 Quorum; Acts of Managers. A quorum for any meeting of the Board will require the attendance of Managers with a majority of the votes of all Managers then in office; provided, however, that for so long as the Golub Members have the right to designate two (2) Managers pursuant to their Designation Right, a quorum for any meeting of the Board will require the attendance of at least one (1) Manager designated by the Golub Members pursuant to their Designation Right. The vote of a majority of the votes of all of the Managers present and entitled to vote at a meeting of the Board at which a quorum is present shall be the act of the Board, unless the express provisions of this Agreement (including Sections 6.18 and 6.19) or applicable non-waivable law require a different vote, in which case such express provisions shall govern and control. In the absence of a quorum at any meeting of the Board, a majority of the votes of the Managers present and entitled to vote may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present. Each Manager shall have one (1) vote on all matters submitted to the Board for the vote, consent or approval of the Board (other than matters for which such Manager is not entitled to vote, as expressly set forth in this Agreement). Decisions of the Board shall be decisions of the “manager” for all purposes of the Act.

6.9 Organization, Agenda and Procedures. The Chairperson, if any, shall preside over the meetings of the Board; provided, however, if there shall not be a Chairperson or if the Chairperson shall not be present at a meeting of the Board or shall refuse to preside over a meeting of the Board, then the Managers with a majority of the votes of all Managers that are present at such meeting shall choose a chairperson to preside over such meeting. The Secretary, any Assistant Secretary, or any other person appointed as secretary of a meeting of the Board by the Chairperson or any such other chairperson of such meeting shall act as secretary of each meeting of the Board. The agenda of and procedure for such meetings shall be as determined by the Board.

6.10 Waiver of Notice. A Manager may waive any notice of a meeting of the Board, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Any such waiver shall be in writing, be signed by the Manager entitled to the notice, and be delivered to the Company in accordance with Section 19.5, but such delivery shall not be a condition of the effectiveness of the waiver. Attendance or participation by a Manager at a meeting of the Board, (a) shall be deemed a waiver of objection to lack of required notice or defective notice of the meeting, unless the Manager, at the beginning of the meeting or promptly upon his or her later arrival, expressly objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting, and (b) shall be deemed a waiver of objection to consideration of a particular matter at the meeting, unless the Manager expressly objects to considering the matter when it is presented and does not thereafter vote for or assent to action taken at the meeting with respect to such matter.

6.11 Managers’ Action By Written Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote if the lesser of the following consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board: (a) four (4) members of the Board and (b) all members then-serving on the Board; provided, that Required Manager Approval may be provided by written consent in accordance with the definition of “Required Manager Approval”.

Unless the Managers specify a different effective time in such written consent, a written consent of the Board, with respect to an action of the Board, shall become effective when the written consent to such action has been signed (and not revoked) by all requisite Managers and delivered to the Company in accordance with Section 19.5, unless before such time the Company has received a written revocation of the consent of any requisite Manager.

6.12 Removal. Except for the removal of a Holder Manager at the request of the Majority Members on account of the reduction or termination of a Designation Right (which removal shall be automatic at the time request is delivered by the Majority Members to the Company in accordance with Section 19.5 and governed by Section 6.2(c)), the Designating Group holding a Designation Right shall have the exclusive right to remove, whether with or without cause, any Holder Manager designated by such Designating Group pursuant to such Designation Right (but not any other Manager). The Specified Members shall have the exclusive right to remove, whether with or without cause, the Independent Designee (but not any other Manager). Any Manager that is not designated pursuant to a Designation Right (other than the CEO Manager and the Independent Designee) may be removed, with or without cause, by the Majority Members at the time of such removal. If for any reason the individual serving as the Chief Executive Officer of the Company shall cease to serve as the Chief Executive Officer of the Company, then such individual shall be automatically removed as the CEO Manager.

6.13 Resignation. Any Manager may resign at any time by giving written notice of such Manager's resignation to the Company in accordance with Section 19.5. Such resignation shall take effect on the date of delivery of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation by the Company shall not be necessary to make it effective.

6.14 Vacancies. Any vacancy on the Board resulting from the resignation or removal of a Holder Manager (excluding a resignation or removal of a Holder Manager on account of the reduction or termination of a Designation Right), or resulting from a Holder Manager becoming unable to serve as a result of death, disability or otherwise, shall be filled by the Designating Group that holds the Designation Right pursuant to which such Holder Manager was designated to be a Manager. Any vacancy on the Board resulting from the resignation or removal of the Independent Designee, or resulting from the Independent Designee becoming unable to serve as a result of death, disability or otherwise, shall be filled by the Specified Members. Any vacancy on the Board resulting from the resignation or removal of any Manager that is not designated pursuant to a Designation Right (other than the CEO Manager and the Independent Designee), or resulting from any such Manager becoming unable to serve as a result of death, disability or otherwise, shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling such vacancy (or by the Majority Members acting by written consent). Any vacancy on the Board resulting from the resignation or removal of a Holder Manager on account of the reduction or termination of a Designation Right shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling such vacancy (or by the Majority Members acting by written consent). Any vacancy on the Board resulting from the individual serving as the Chief Executive Officer ceasing to serve as the Chief Executive Officer shall be automatically filled

with the individual that is the successor Chief Executive Officer when such individual becomes the Chief Executive Officer.

6.15 Committees. The Board, by resolution or written consent, may from time to time designate from among the Managers one or more committees to exercise the powers of the Board. The Board may (and if the Board does not, a majority of the votes of the committee members may) designate a chairperson of each such committee from among its members. Each such committee, to the extent provided in such resolution or written consent, shall have and may exercise all of the authority of the Board in the management of the Company, subject to the limitations set forth in the Act and in this Agreement. Subject to the penultimate sentence of this Section 6.15, any or all members of any such committee may be removed, with or without cause, by a duly adopted resolution or written consent of the Board. Rules governing the procedures for meetings of each committee designated by the Board shall be as established by the Board from time to time (or, if the Board does not establish such procedures, as established by a majority of the votes of the committee members). Each Holder Manager and the Independent Designee shall have the right (but shall not be obligated) to serve on any committee of the Board (other than any committee that is established to evaluate, consider, approve, negotiate or otherwise deal with any contract, transaction or other matter with respect to which such Holder Manager, the Independent Designee or the Members that designated such Holder Manager or the Independent Designee (which, in the case of the Independent Designee, shall only include Specified Members that own or hold (together with their respective Affiliates) as of the time of determination at least fifteen percent (15.0%) of the issued and outstanding Class A Units owned or held by all Specified Members as of such time) has/have a conflict of interest) with at least the same proportional voting rights as such Manager has on the Board. For the avoidance of doubt, no committee of the Board shall be authorized to take any action that the Board could not take itself.

6.16 Compensation of Managers. Each Independent Manager shall be paid compensation from the Company, in such form (which may be in the form of cash fees and/or equity incentives granted under any Management Incentive Plan) and amount as approved by the Majority Members, for the performance of such Independent Manager's duties as a Manager or a member of any committee of the Board. Managers who are not Independent Managers shall not receive compensation from the Company for the performance of such Manager's duties as a Manager or a member of any committee of the Board. Each Manager and committee member shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Manager or committee member in connection with the performance of such Manager's or committee member's duties as a Manager or a member of any committee of the Board (including expenses incurred in attending meetings of the Board or any committee thereof). Nothing herein contained shall be construed to preclude any Manager or committee member from serving the Company or any of its Subsidiaries in any other capacity and receiving proper compensation therefor.

6.17 Subsidiary Governing Bodies. Each Subsidiary Governing Body of any wholly-owned Subsidiary of the Company (other than any such Subsidiary which is (a) a limited liability company that is managed by its member(s), (b) a limited partnership that is managed by its general partner or (c) required by Law or contract to have a different composition) shall be comprised of one or more executive employees of the Company or any of its Subsidiaries or other individuals selected by the Board that are not employees of any of the Members or any of

their respective Affiliates (other than the Company or any of its Subsidiaries). The Company agrees to take all necessary and desirable actions to ensure that any such Subsidiary Governing Body does not adopt any resolutions, execute any consents, grant any approvals or take any other action, or otherwise cause or permit any such Subsidiary to do anything, that would be inconsistent with, or contrary to, any resolution, consent, approval or other action adopted, executed, granted or taken by the Board, or that would be in subversion of the rights of the Members under this Agreement or that would otherwise be a breach of this Agreement if the Company did the same.

6.18 Affiliate Transactions. Other than any Excepted Transaction, any transaction or series of related transactions between the Company or any of its Subsidiaries, on the one hand, and any Member who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Units, or any Affiliate of any such Member, on the other hand (an "Affiliate Transaction"), involving aggregate payments, fundings or other consideration in excess of \$20,000,000.00 per annum shall require the approval of a majority of the votes of the Managers then in office that are disinterested with respect to such Affiliate Transaction.

6.19 Required Manager Approval and Approval of Board and Majority Members for Certain Actions. The Company shall not, and the Company shall not cause or permit any of its Subsidiaries to, take (whether by amendment, merger, consolidation, division, recapitalization or otherwise) any of the actions listed on Schedule A attached hereto without prior Required Manager Approval and the prior approval or consent of the Board and the Majority Members.

6.20 Observers.

(a) Each Member that is a Major Member (each, an "Observer Member") shall have the right to appoint one individual to attend each meeting of the Board and each meeting of each committee of the Board (each such meeting, a "Meeting") as an observer in a non-voting capacity (each, an "Observer") for so long as such Observer Member is a Major Member; provided, that an Observer Member shall not be entitled to appoint an Observer at any time when any of the Managers is an employee of such Observer Member or any of its Affiliates (other than the Company or any of its Subsidiaries). For so long as an Observer Member has the right to appoint an Observer, such Observer Member may from time to time, in its sole discretion and by providing the Company with prior written notice thereof, remove the individual serving as such Observer Member's Observer and appoint a new individual to serve as such Observer Member's Observer following such removal. If an Observer Member ceases to have the right to appoint an Observer (including under the circumstances described in the proviso of the first sentence of this Section 6.20(a)), then the individual then serving as such Observer Member's Observer will not be entitled to continue serving as an Observer immediately upon the occurrence of such cessation; provided, that if an Observer Member ceases to have the right to appoint an Observer under the circumstances described in the proviso of the first sentence of this Section 6.20(a), then the individual that was serving as such Observer Member's Observer (or any replacement individual) may resume serving as such Observer Member's Observer when such circumstances no longer exist so long as such Observer Member is a Major Member. For the avoidance of doubt, an Observer Member shall cease to have the right to appoint an Observer at such

time as such Observer Member is no longer a Major Member. Each Observer Member that is an Affiliate of any other Observer Member shall be treated as one (1) Observer Member for purposes of this Section 6.20.

(b) The Company shall give each Observer advance notice of all Meetings and all final drafts of materials (including minutes of Meetings and written consents in lieu of Meetings) and other information given to Managers or committee members, as applicable, to be discussed at any Meeting. Notwithstanding the foregoing, an Observer shall not be entitled to observe any portion of a Meeting (or any portion of a notice of a Meeting) or to receive any materials or other information that the Board or the applicable committee, as the case may be, determines (i) would jeopardize or impair the ability of the Company or any of its Subsidiaries to take advantage of the attorney-client, work product or similar privilege if such portion of such Meeting were observed or if such portion of such notice, such materials or such other information was received by such Observer, (ii) is necessary or advisable (in the judgment of the Board or the applicable committee, as the case may be) to comply with the terms and conditions of confidentiality agreements with third parties or applicable law, or (iii) such Observer or any of the Members that appointed such Observer or any Affiliate of any of such Members has/have a conflict of interest with respect to the subject matter of such portion of the Meeting (or such portion of such notice of a Meeting) or such materials or other information. The failure of any Observer to attend any Meeting (or to receive any portion of a notice of a Meeting) or to receive any materials or other information shall not prevent any such Meeting from proceeding or otherwise affect the validity of such Meeting (or any written consent in lieu of a Meeting) or any actions taken at such Meeting (or any written consent in lieu of such Meeting). An Observer shall not be entitled to vote on any matters submitted to a vote at any Meeting. No Observer shall be entitled to any fees or other compensation for acting as an Observer. Each Observer shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Observer in connection with attending any Meeting.

(c) The rights of each Observer Member to appoint an Observer, and to remove and replace the individual serving as such Observer Member's Observer with a new individual appointed by such Observer Member, shall be subject to the execution and delivery by such Observer of a confidentiality agreement that is acceptable to the Board. The rights of each Observer Member under this Section 6.20 shall not be assignable or transferable to any Person. The termination of any Observer Member's right to appoint an Observer shall not affect the right of any other Observer Member to appoint an Observer.

(d) Any Observer shall be entitled to participate in any Meeting through the use of any means of remote communication by which all persons attending can hear each other at the same time.

## **ARTICLE 7 OFFICERS; POWERS OF OFFICERS**

7.1 Election and Tenure. The officers of the Company may (but shall not be required to) consist of the Chairperson, the Chief Executive Officer, the Chief Financial Officer, a Secretary, a Treasurer, a Controller, and such other officers and assistant officers as the Board may deem necessary or advisable, each of whom shall be appointed by the Board. The persons holding officer positions with the Company as of the Effective Date are listed on Schedule B attached hereto. The Board may expressly delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Any two or more offices may be held by the same person. Each officer so appointed shall continue in office until a successor shall be appointed and shall qualify, or until the officer's earlier death, resignation or removal. Each officer shall be a natural person who is eighteen (18) years of age or older.

7.2 Resignation, Removal and Vacancies. Any officer may resign at any time by giving written notice of resignation to the Company, to the attention of the Board or the Chief Executive Officer. Such resignation shall take effect when the notice is delivered in accordance with Section 19.5 unless the notice specifies a later date, and acceptance of the resignation shall not be necessary to render such resignation effective unless such resignation so states. Any officer may at any time be removed by the Board. If any office becomes vacant for any reason, the vacancy may be filled by the Board. An officer appointed to fill a vacancy shall be appointed for the unexpired term of such officer's predecessor in office (if any) and shall continue in office until a successor shall be elected or appointed and shall qualify, or until such officer's earlier death, resignation or removal. The appointment of an officer shall not itself create contract rights in favor of the officer, and the removal or resignation of an officer shall not affect the officer's contract rights, if any, with the Company or the Company's contract rights, if any, with the officer.

7.3 Chairperson. The Chairperson shall preside over the meetings of the Members and the Board and have such powers and responsibilities as are incident thereto. However, the Chairperson shall not have responsibility for the day-to-day business operations of the Company. The Chairperson shall be a Manager.

7.4 Chief Executive Officer. The chief executive officer of the Company (the "Chief Executive Officer"), if any, shall (a) have general and active management of the business of the Company, and preside over the day-to-day business operations of the Company, (b) see that all orders and resolutions of the Board are carried into effect, and (c) perform all duties as may from time to time be assigned to him or her by the Board or as may be expressly set forth in this Agreement. The Chief Executive Officer shall also be the President of the Company.

7.5 Chief Financial Officer. The chief financial officer of the Company (the "Chief Financial Officer"), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement, and shall perform such duties and have such powers and responsibilities as are incident to the office of Chief Financial Officer. In addition, the Chief Financial Officer shall have, along with the Chief Executive Officer, responsibility for the day-to-day business operations of the Company.

7.6 Controller. The controller of the Company (the "Controller"), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or



her by the Board, the Chief Executive Officer or the Chief Financial Officer or as may be expressly set forth in this Agreement, and shall perform such duties and have such powers and responsibilities as are incident to the office of Controller.

7.7 Vice Presidents. The vice presidents of the Company (the “Vice Presidents”), if any, shall perform such duties and possess such powers as may from time to time be assigned to them by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board, or in the absence of any designation, then in the order of the election or appointment of the Vice Presidents) shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

7.8 Secretary. The secretary of the Company (the “Secretary”), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of Secretary, including the duty and power to give notice of all meetings of Members (if any), the Board and any committee of the Board, to prepare and maintain minutes of any such meetings, to maintain other records and information of the Company, to authenticate records of the Company, to be custodian of the Company seal and to affix and attest to the Company seal on documents.

7.9 Treasurer. The treasurer of the Company (the “Treasurer”), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including the duty and power to keep and be responsible for all funds and securities of the Company, to deposit funds of the Company in depositories selected in accordance with this Agreement, to disburse such funds as ordered by the Board, making proper accounts thereof, and to render as required by the Board statements of all such transactions and of the financial condition of the Company.

7.10 Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers of the Company (the “Assistant Secretaries” and the “Assistant Treasurers”), if any, shall perform such duties as may from time to time be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer or the Board, or as may be expressly set forth in this Agreement. In the absence, inability or refusal to act of the Secretary or the Treasurer, the Assistant Secretaries or the Assistant Treasurers, respectively, in the order designated by the Board, or in the absence of any designation, then in the order of their election or appointment, shall perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be.

7.11 Salaries. Officers of the Company shall be entitled to such salaries, emoluments, compensation or reimbursement, if any, as shall be fixed or allowed from time to time by the Board or in such manner as the Board shall provide.

7.12 Borrowing. No loan shall be contracted on behalf of the Company, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board or a committee designated by the Board so to act. Such authority may be general or confined to specific instances. When so validly authorized, an officer may (a) effect loans at any time for the Company from any bank or other Entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the Company, and (b) mortgage, pledge or otherwise encumber any real or personal property, or any interest therein, owned or held by the Company as security for the payment of any loans or obligations (including any guarantees) of the Company, and to that end may execute and deliver for the Company such instruments as may be necessary or proper in connection with such transaction.

7.13 Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed for the Company by such officers or agents of the Company as shall from time to time be determined by resolution of the Board, which resolution may provide for the use of facsimile or electronic signatures.

7.14 Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the Company's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board, which resolution may specify the officers or agents of the Company who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Company or its order.

7.15 Proxies. Unless otherwise provided by resolution adopted by the Board, the Chief Executive Officer, the Chief Financial Officer or any Vice President: (a) may from time to time appoint one (1) or more agents of the Company, in the name and on behalf of the Company, (i) to cast the votes which the Company may be entitled to cast, as the holder of Equity Interests or other securities in any other Entity whose Equity Interests or other securities may be held by the Company, at meetings of the holders of the Equity Interests or other securities of such other Entity, or (ii) to consent in writing to any action by such other Entity; (b) may instruct the person so appointed as to the manner of casting such votes or giving such consent; and (c) may execute or cause to be executed in the name and on behalf of the Company and under the Company's seal, or otherwise, all such written proxies or other instruments as may be deemed necessary or proper in connection with the foregoing clauses (a) and (b).

## **ARTICLE 8 EXCULPATION AND INDEMNIFICATION**

### 8.1 Exculpation.

(a) Notwithstanding any other provisions of this Agreement (whether express or implied) or obligation or duty at law or in equity, to the fullest extent permitted by applicable law, no Covered Person shall be liable to any Member, the Company or any other Person (including any creditor or claimant of the Company or any of its Subsidiaries) for any losses, claims, expenses, damages or liabilities arising from any judgment, decision or action made, taken or performed, or omitted to be made, taken or

performed, by a Covered Person in connection with the Company or any of its Subsidiaries, nor shall any Covered Person be liable to any Member, the Company or any other Person for any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, by any employee or other agent of the Company or any of its Subsidiaries, except to the extent that any such losses, expenses, claims, damages or liabilities, (i) in any such case, are attributable to such Covered Person's material breach of this Agreement, and (ii) in the case of any current or former Manager (other than any current or former Manager that is not a current or former employee of the Company or any of its Subsidiaries), or any current or former officer of the Company (other than any current or former officer that is not a current or former employee of the Company or any of its Subsidiaries), (A) are attributable to such Manager's or officer's acts or omissions not in good faith, (B) are attributable to such Manager's or officer's breach of the duty of loyalty to the Members, the Company or any of its Subsidiaries, (C) arise from a transaction in which such Manager or officer derived an improper personal benefit or (D) are attributable to acts or omissions of such Manager or officer that constitute a knowing violation of law. No amendment to or repeal of this Section 8.1 shall apply to or have any effect on the liability or alleged liability of the Covered Persons for or with respect to their acts or omissions occurring prior to such amendment or repeal.

(b) In accordance with the Act and the laws of the State of Delaware, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Article 13 or Article 15 shall be deemed a return of money or other property paid or distributed in violation of the Act or other applicable law. The return of such money or distribution of any such property to a Member shall be deemed to be a compromise within the meaning of the Act, and the Member receiving any such money or property shall not be required to return to any Person any such money or property. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return such money or property, such obligation shall be the obligation of such Member and not of any other Member.

## 8.2 Indemnification.

(a) The Company shall, to the fullest extent permitted by applicable law (as now or hereafter in effect), indemnify, defend and hold harmless each Covered Person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding ("Proceeding"), whether civil, criminal, administrative or investigative, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, (i) in connection with any matter arising out of or in connection with the Company's or any of its Subsidiaries' business or affairs, (ii) by reason of the fact that such Covered Person is serving or has served in one or more of the capacities set forth in the definition of "Covered Person", or (iii) by reason of the fact that such Covered Person, or a Person of whom such Covered Person is the legal representative, is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any other corporation, company, partnership, joint venture, trust, employee benefit plan or other

Entity (an “Other Entity”), from and against any losses, claims, expenses, damages and liabilities (collectively, “Damages”) suffered or incurred by, imposed on, or to which such Covered Person may become subject in connection with such Proceeding; provided, that no right of indemnification shall be available to a Covered Person under this Article 8 (A) to the extent that it shall have been determined by a final, non-appealable decision by a court of competent jurisdiction that any such Damages are attributable to such Covered Person’s material breach of this Agreement, and, (B) in the case of any current or former Manager (other than any current or former Manager that is not a current or former employee of the Company or any of its Subsidiaries), or any current or former officer of the Company (other than any current or former officer that is not a current or former employee of the Company or any of its Subsidiaries), to the extent that any such Damages (1) are attributable to such Managers’ or officer’s acts or omissions not in good faith, (2) are attributable to such Managers’ or officer’s breach of the duty of loyalty to the Members, the Company or any of its Subsidiaries, (3) arise from a transaction in which such Manager or officer derived an improper personal benefit, (4) are attributable to acts or omissions of such Manager or officer that constitute a knowing violation of law, (5) are attributable to any Proceeding (except an action to enforce the indemnification rights set forth in this Section 8.2(a) or to enforce the rights to advancement of expenses set forth in Section 8.2(b)) initiated by such Covered Person unless if such Proceeding was authorized in the specific case by the Board, or (6) are attributable to any Proceeding by or in the right of the Company or any of its Subsidiaries unless if the Board authorizes the indemnification of any such Damages (except that, to the extent any such Covered Person has been successful on the merits or otherwise in the defense of any such Proceeding by or in the right of the Company or any of its Subsidiaries or in defense of any claim, issue or matter therein, then such Covered Person shall be indemnified against expenses actually and reasonably incurred by such Covered Person in connection therewith). If for any reason the foregoing indemnification is unavailable to a Covered Person, or is insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Covered Person as a result of the applicable Damages in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Covered Person on the other hand or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

(b) If a Covered Person is or was made, or threatened to be made, a party to or is involved in any threatened, pending or completed Proceeding, whether civil, criminal, administrative or investigative, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, (i) in connection with any matter arising out of or in connection with the Company’s or any of its Subsidiaries’ business or affairs, (ii) by reason of the fact that such Covered Person is serving or has served in one or more of the capacities set forth in the definition of “Covered Person” or (iii) by reason of the fact that such Covered Person, or a Person of whom such Covered Person is the legal representative, is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any Other Entity, the Company shall pay, within a reasonable period of time following the Company’s receipt of reasonably detailed supporting documentation, to such Covered Person such Covered Person’s reasonable and documented out-of-pocket legal and other expenses (including

legal and other professional fees and disbursements, and the cost of any investigation and preparation) incurred in connection therewith in advance of the final disposition of such Proceeding; provided, that such Covered Person shall promptly repay to the Company the amount of any such expenses paid to it if it shall be determined that such Covered Person is not entitled to be indemnified by the Company in connection with such Proceeding as provided in the proviso contained in Section 8.2(a); provided, further that, with respect to a Covered Person described in clause (B) of Section 8.2(a), the Company shall not be required to pay in advance or otherwise any such expenses incurred by any such Covered Person in connection with (A) any Proceeding initiated by such Covered Person unless if such Proceeding was authorized in the specific case by the Board or (B) any Proceeding by or in the right of the Company or any of its Subsidiaries unless if the Board authorizes the payment of any such expenses.

(c) The rights to indemnification, reimbursement and advancement of expenses, and contribution provided by, or granted pursuant to, this Section 8.2 shall not be deemed exclusive of any other rights to which a Covered Person seeking indemnification, reimbursement or advancement of expenses, or contribution may have or hereafter be entitled under any statute, this Agreement, any other agreement (including any policy of insurance purchased or provided by the Company under which any Covered Person is covered), any vote of the Members or Managers, or otherwise. The rights conferred upon any Covered Person in Section 8.1 and Section 8.2 shall be contract rights that vest upon the occurrence or alleged occurrence of any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, or any other fact, circumstance or matter, giving rise to any losses, claims, expenses, damages or liabilities (whether or not arising out of a Proceeding) that are covered by Section 8.1 and/or Section 8.2, and such rights shall apply to a Person that was a Covered Person even after such Person ceases to be a Covered Person, but only with respect to any such losses, claims, expenses, damages or liabilities arising from any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, or any other fact, circumstance or matter that occurred, during the period in which such Person was a Covered Person.

(d) The rights to indemnification, reimbursement and advancement of expenses, and contribution provided by, or granted pursuant to, this Section 8.2 shall inure to the benefit of the successors, heirs, executors and administrators of a Covered Person.

(e) The Company shall have the power to purchase and maintain insurance on behalf of any Covered Person to protect such Covered Person against any Damages, whether or not the Company would have the power to indemnify such Covered Person against any such Damages under the provisions of this Section 8.2 or under any provision of law.

(f) No amendment or repeal of any part of this Section 8.2 shall apply to or have any effect on any right to indemnification, reimbursement and advancement of expenses, and contribution provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

8.3 No Member Liability. Any indemnification, reimbursement and advancement of expenses, or contribution provided under this Article 8 shall be satisfied solely out of assets of the Company, as an expense of the Company. No Member shall be subject to personal liability by reason of the indemnification, reimbursement and advancement of expenses, or contribution provisions set forth in this Article 8.

8.4 Settlements. The Company shall not be liable for any settlement by a Covered Person of any Proceeding effected without its written consent, but if settled with such written consent, or if there is a final judgment against such Covered Person in any such Proceeding, the Company agrees to indemnify and hold harmless such Covered Person to the extent provided above from and against any Damages by reason of such settlement or judgment.

8.5 Business Opportunities; Fiduciary Duties.

(a) The Company and each Member acknowledge that (i) each Member (other than any Member who is an employee of the Company or any of its Subsidiaries, any Member that is a Family Member of any employee of the Company or any of its Subsidiaries, or any Member that is controlled by any employee of the Company or any of its Subsidiaries or controlled by any such employee's Family Members), (ii) each Manager (other than a Manager who is an employee of the Company or any of its Subsidiaries, including the CEO Manager, or is a Family Member of any employee of the Company or any of its Subsidiaries) (whether such Manager is serving as a member of the Board, a member of a committee of the Board or a member of any Subsidiary Governing Body), and (iii) each Affiliate, manager, director, principal, officer, employee and other representative of any Member described in clause (i) or any Manager described in clause (ii) (other than any such Person that is an employee of the Company or any of its Subsidiaries, a Family Member of any employee of the Company or any of its Subsidiaries, or controlled by any employee of the Company or any of its Subsidiaries or controlled by any such employee's Family Members) (the foregoing Persons being referred to, collectively, as "Identified Persons" and, each individually, as an "Identified Person") may now engage, may continue to engage, and/or may, in the future, decide to engage, in the same or similar activities or lines of business as those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage and/or other business activities that overlap with, are complementary to, or compete with those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage (any such activity or line of business, an "Opportunity"). No Identified Person shall have any duty to refrain, directly or indirectly, from (x) engaging in any Opportunity, (y) offering or directing any Opportunity to another Person (including any Affiliate of such Identified Person) or (z) otherwise competing with the Company or any of its Subsidiaries. No Identified Person shall have any duty or obligation to refer or offer to the Company or any of its Subsidiaries any Opportunity, and the Company hereby renounces, on behalf of itself and each of its Subsidiaries, any interest or expectancy of the Company or any of its Subsidiaries in, or in being offered, an opportunity to participate in any Opportunity engaged in by any Identified Person which may be a corporate (or analogous) or business opportunity for the Company or any of its Subsidiaries.

(b) In the event that any Identified Person acquires knowledge of an Opportunity which may be a corporate (or analogous) or business opportunity for the Company or any of its Subsidiaries, such Identified Person shall have no duty to communicate, offer or otherwise make available such Opportunity to the Company or any of its Subsidiaries and shall not be liable to the Company, any of its Subsidiaries or any of the Members for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself, or offers or directs such Opportunity to another Person (including any Affiliate of such Identified Person).

(c) The Company, on behalf of itself and each of its Subsidiaries, and each Member (i) acknowledge that the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other Entities (each such Entity, a “Related Company” and all such Entities, collectively, “Related Companies”), including Entities that are competitors of, or that otherwise may have interests that do or could conflict with those of, the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates, and (ii) agree that (A) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement (if any) shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (x) the ownership by an Identified Person of any interest in any Related Company, (y) the affiliation of any Related Company with an Identified Person or (z) any action taken or omitted by any Related Company or an Identified Person in respect of any Related Company, (B) no Identified Person shall, by reason of such ownership, affiliation, action or omission, become subject to any fiduciary duty to the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates, (C) nothing in this Agreement and none of the duties imposed on an Identified Person, whether by contract or law, if any, do or shall limit or impair the right of any Identified Person to, directly or indirectly, purchase or sell the securities or indebtedness of any other Entity or to compete with the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates as if the Identified Persons were not a party to this Agreement and (D) the Identified Persons are not and shall not be obligated to disclose to the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, or to refrain from or in any respect to be restricted in competing against the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates in any such business or as to any such opportunities.

(d) To the fullest extent permitted by law, this Agreement is not intended to, and does not, create or impose any fiduciary or other duty on any Identified Person, other than those non-fiduciary duties that are expressly set forth in this Agreement and a duty to act in accordance with the implied contractual covenant of good faith and fair dealing to the extent required by Delaware law. Further, to the fullest extent permitted by law, the Company and each Member hereby irrevocably waives any and all fiduciary duties owed to the Company or such Member by any Identified Person (including those

fiduciary duties that, absent such waiver, may be implied by law), and in doing so, the Company and each Member recognizes, acknowledges and agrees that the duties and obligations of the Identified Persons to the Company, each other Member and each other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement are only as expressly set forth in this Agreement. To the fullest extent permitted by law, no Identified Person shall owe any duty (including any fiduciary duty) to the Company or to any Member or to any other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement other than those non-fiduciary duties that are expressly set forth in this Agreement and a duty to act in accordance with the implied contractual covenant of good faith and fair dealing to the extent required by Delaware law. The parties acknowledge and agree that any Identified Person acting in accordance with this Agreement shall (i) be deemed to be acting in compliance with such implied contractual covenant, and (ii) not be liable to the Company, to any Member or to any other Person that is a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of an Identified Person otherwise existing at law or in equity in respect of the Company, any of the Members or any other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement, are agreed (and shall be deemed to have been agreed) by the Company, the Members or all such other Persons to replace fully and completely such other duties and liabilities.

(e) Each Manager that is an employee of the Company or any of its Subsidiaries (including the CEO Manager), in its capacity as such, shall have the same fiduciary duties as those of a member of a board of directors of a corporation organized under the laws of the State of Delaware. Each employee and officer of the Company (other than any officer of the Company that is not an employee of the Company or any of its Subsidiaries), in its capacity as such, shall have the same fiduciary duties as an employee or officer (as applicable) of a corporation organized under the laws of the State of Delaware.

(f) Nothing in this Section 8.5 shall be deemed to limit any Member's obligations under Section 20.1.

8.6 Subrogation. In the event that any Covered Person who is or was a partner, shareholder, member, officer, director, manager, fund adviser, investment adviser, investment manager, controlling person, employee, consultant, counsel, representative or agent of a Member or any of its Affiliates is entitled to indemnification under Section 8.2 for which such Covered Person is also entitled to indemnification from such Member or any of its Affiliates (other than the Company or any of its Subsidiaries), the Company hereby agrees that its duties to indemnify such Covered Person, whether pursuant to this Agreement or otherwise, shall be primary to those of such Member or such Affiliate, and to the extent that such Member or such Affiliate actually indemnifies any such Covered Person, such Member or such Affiliate shall be subrogated to the rights of such Covered Person against the Company for indemnification hereunder. The Company hereby acknowledges the subrogation rights of each Member and its Affiliates under such circumstances and agrees to execute and deliver such further documents and/or instruments



as such Member or its Affiliate may reasonably request in order to evidence any such subrogation rights, whether before or after such Member or its Affiliate makes any such indemnification payment. The Company shall pay any amounts due under this Section 8.6, in cash, promptly, and in any event within fifteen (15) days, upon written demand therefor (accompanied by reasonably detailed supporting documentation) from a Member. The Company hereby waives any right against each of the Members and their respective Affiliates to indemnification, subrogation, or contribution. Furthermore, the Company and the Members expressly agree that each Covered Person is an intended third party beneficiary as to the indemnification provisions of this Agreement and shall be entitled to bring suit against the Company to enforce said provisions. The provisions of this Section 8.6, shall equally apply to a Covered Person's rights to reimbursement and advancement of expenses and contribution under Section 8.2.

8.7 Insurance. The Company shall purchase and maintain, at the Company's expense, insurance (the "Specified Insurance") on behalf of all managers (including Managers), directors and officers of the Company and its Subsidiaries to protect any such Person against any expense, liability or loss suffered or incurred by, imposed on, or to which such Person may become subject (a) in connection with any matter arising out of or in connection with the Company's or any of its Subsidiaries' business or affairs, (b) by reason of the fact that such Person is serving or has served as an officer, manager or director of the Company or any of its Subsidiaries or (c) by reason of the fact that such Person is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any Other Entity, in any such case based on acts, omissions, facts, circumstances or matters occurring or arising on or after the Effective Date; provided, however, that the Specified Insurance shall be subject to (i) exclusions and exceptions that are customary for such insurance, and (ii) retentions and limitations as the Board determines to be reasonable in light of the premiums to be paid for the Specified Insurance. Any Specified Insurance shall be satisfactory to the Board.

8.8 Amendments. Notwithstanding anything herein to the contrary, no amendment, repeal or modification of this Article 8 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

## **ARTICLE 9 TRANSFERS**

### 9.1 Restrictions on Transfers.

(a) *Prohibited Transfers*. Without limiting any other provisions, restrictions or conditions of this Article 9, unless otherwise waived by the Board in its sole discretion, no Units shall be Transferred by any Member (regardless of the manner in which the Transferor initially acquired such Units), if:

- (i) such Transfer would, if consummated, result in any violation of the Securities Act or any state securities laws or regulations, or any other applicable federal or state laws or order of any Governmental Authority having jurisdiction over the Company or any of its Subsidiaries;

(ii) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), result in the Company having, in the aggregate, (A) 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act), or (B) 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) that are not Accredited Investors, of either (x) the class of Units proposed to be Transferred (assuming, for purposes of this clause (x), that all issued and outstanding securities of the Company that are exercisable or exchangeable for, or convertible into, directly or indirectly, the class of Units proposed to be Transferred were exercised, exchanged or converted at the time of such Transfer) or (y) any class of Units into which the Units proposed to be Transferred are convertible (such Units, “Conversion Units”) (assuming, for purposes of this clause (y), that all issued and outstanding securities of the Company that are exercisable or exchangeable for, or convertible into, directly or indirectly, Conversion Units were exercised, exchanged or converted at the time of such Transfer), unless at the time of such Transfer the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act; provided, that the numbers 1,000 and 400 as used in this Section 9.1(a)(ii) shall be increased by the number of such holders that acquire from the Company, after the Effective Date, Units of the class proposed to be Transferred, Conversion Units, or securities of the Company that are exercisable or exchangeable for, or convertible into, Units of the class proposed to be Transferred or Conversion Units, in any such case other than any such acquisition (1) that was made by a holder who held any such Units, Conversion Units or securities prior to such acquisition (including in connection with a distribution to all holders of any such Units, Conversion Units or securities) or (2) made through a distribution under the Plan of Reorganization;

(iii) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), require the Company to register any class of Units or other equity securities of the Company under the Exchange Act (as a result of the number of holders of such Units or equity securities or otherwise), unless, at the time of such Transfer, the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act;

(iv) such Transfer would, in the judgment of the Board, cause the Company to be required to register as an “investment company” under the Investment Company Act;

(v) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated) in the judgment of the Board, cause the Company to be treated as a “publicly traded partnership” under Code Section 7704;

(vi) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), cause the underlying assets of the Company to be deemed “plan assets” as defined under and pursuant to the Plan Asset Regulation or constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code;

(vii) such Transfer is not to an Accredited Investor;

(viii) such Transfer is to any Competitor; or

(ix) such Transfer is to any Sanctioned Person.

(b) *Certificates; Legal Opinion.* In addition to the restrictions set forth in Section 9.1(a), no Units shall be Transferred by any Member unless (i) the certificates (if any) representing such Units bear legends as provided in Section 9.1(e) (or, with respect to uncertificated Units, notice of such legends is provided in accordance with applicable law), for so long as such legends are applicable; (ii) either (A) the Transferee is an Affiliate of the Transferor or (B) prior to such Transfer (1) the Transferee and the Transferor shall have delivered to the Company representation letters in such form as may be approved from time to time by the Company (including a representation from the Transferee that the Transferee is an Accredited Investor), and (2) the Transferor shall have delivered to the Company a legal opinion, reasonably acceptable to the Company, stating that the registration of the Units that are the subject of such proposed Transfer is not required under the Securities Act or any applicable state securities or “blue sky” laws; and (iii) in the case of a Transfer by a Member that is not a “United States person” within the meaning of Code Section 7701(a)(30), such Member and the Transferee shall have delivered to the Company, in respect of the relevant Transfer, written evidence that all required withholding under Code Section 1446(f) will be done and duly remitted to the applicable Taxing Authority or duly executed certifications (prepared in accordance with Treasury Regulations Section 1.1446(f)-2(b) or other applicable authorities) of an exemption from such withholding. Any of the requirements set forth in clause (B) of the immediately preceding sentence may be waived by the Company in its sole discretion.

(c) *Notice of Transfer.* Subject to Section 9.3, and unless otherwise waived by the Company, any Member proposing to effect a Transfer of Units must submit to the Company, not less than five (5) Business Days prior to such Transfer, a written notice (a “Transfer Notice”) of such Transfer. A Transfer Notice shall be delivered to the Company, to the attention of (i) the Secretary or Chief Financial Officer, or any of their designees, and (ii) the Chairperson, in each case in accordance with Section 19.5. A Transfer Notice shall include or be accompanied by (A) the name, address, e-mail address and telephone number of the Transferor and the Transferee, (B) a certification from the Transferee whether the Transferee is an Affiliate of the Transferor, (C) a certification from the Transferee that the Transferee is not a Sanctioned Person, (D) a certification from the Transferee that the Transferee is a Competitor under clause (a) or clause (c) of the definition of “Competitor”, (E) the number and class and/or series of Units proposed to be Transferred to, and acquired by, the Transferee, (F) the date on

which the Transfer is proposed to take place, (G) the percentage of the Transferor's total number of Units of the same class and/or series to be Transferred, (H) a Joinder Agreement, duly completed and executed by the Transferee to the extent such Transferee has not already signed a counterpart of this Agreement or executed a Joinder Agreement, (I) an AI Questionnaire, duly completed and executed by the Transferee, (J) an IRS Form W-9 or appropriate IRS Form W-8, as applicable, duly completed and executed by the Transferee to the extent such Transferee has not already delivered to the Company such a duly completed and executed tax form that is not obsolete, inaccurate or expired, and (K) a request that the Company instruct the Transfer Agent to register the Transfer in the Register of Members. So long as the other provisions of this Section 9.1 are satisfied and complied with, the Company shall, within five (5) Business Days after a Transfer Notice is delivered to the Company (but in no event earlier than the proposed date of Transfer specified in the Transfer Notice), instruct and use commercially reasonable efforts to cause the Transfer Agent to register the Transfer in the Register of Members unless, (I) prior to the expiration of such five (5) Business Day period, the Company requests information demonstrating that the Transfer complies with this Section 9.1 (including information demonstrating that the Transferee is not a Competitor or a Sanctioned Person) or (II) the Transferor by written notice to the Company withdraws the related Transfer Notice prior to registration of the Transfer. If any such request for information is made, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to register the Transfer in the Register of Members no later than five (5) Business Days after the Company receives such information (but in no event earlier than the proposed date of Transfer specified in the Transfer Notice), unless the Company determines during any such five (5)-Business Day period that the Transfer is not permitted pursuant to the terms of this Section 9.1, in which case the Company shall promptly inform the Transferor of such determination. Upon the closing of each Transfer that is permitted by this Agreement and the Transferee becoming a party to this Agreement, (x) such Transferee shall be admitted as, and deemed to be, a Member for purposes of this Agreement, (y) such Transferee shall be entitled to the rights (excluding any rights of a Member that are not assignable or otherwise transferable pursuant to the terms of this Agreement), and subject to the obligations, of a Member with respect to the Transferred Units and (z) the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect such Transfer.

(d) *Prohibited Transfers Void.* The Company shall not instruct or cause the Transfer Agent to register the Transfer of any Units in the Register of Members except for Transfers that are consummated in accordance with the terms and provisions of this Agreement and, in the case of any Class B Units, the terms and provisions of any applicable Management Incentive Plan and/or Award Agreement. Any purported Transfer of Units in violation of such terms and provisions shall be void *ab initio* and shall not be recognized by the Company.

(e) *Legends.*

(i) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units that were issued

under the Plan of Reorganization shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend (subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] WERE ORIGINALLY ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. § 1145. THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] HAVE NOT BEEN REGISTERED UNDER THE ACT OR ANY STATE SECURITIES LAWS, AND TO THE EXTENT THE HOLDER OF SUCH LIMITED LIABILITY COMPANY INTERESTS IS AN “UNDERWRITER,” AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE ACT OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.”

(ii) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units (excluding Units that were issued under the Plan of Reorganization) shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend (subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE ACT OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.”

(iii) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] ARE SUBJECT TO VARIOUS TERMS, PROVISIONS AND CONDITIONS, INCLUDING CERTAIN RESTRICTIONS ON SALE, DISPOSITION OR TRANSFER, AS SET FORTH IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY

AGREEMENT OF [●] (THE “COMPANY”) DATED AS OF [●], 2025 (AS AMENDED, SUPPLEMENTED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “LLC AGREEMENT”) BY AND AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY. NO REGISTRATION OR TRANSFER OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] WILL BE MADE ON THE BOOKS OF THE COMPANY OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY OR ITS TRANSFER AGENT WILL FURNISH, WITHOUT CHARGE, TO EACH HOLDER OF RECORD OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] A COPY OF THE LLC AGREEMENT, CONTAINING THE ABOVE-REFERENCED TERMS, PROVISIONS AND CONDITIONS, INCLUDING RESTRICTIONS ON SALE, DISPOSITION OR TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS, UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.”

(iv) In the event that any Units shall be registered for Transfer under the Securities Act, the Company shall, upon the written request of the holder of such Units, issue to such holder a new certificate or statement of book-entry position, as applicable, representing or otherwise evidencing such Units without the legend required by Section 9.1(e)(i) or Section 9.1(e)(ii). In the event that any Units shall cease to be subject to the restrictions on Transfer set forth in this Section 9.1, the Company shall, upon the written request of the holder of such Units, issue to such holder a new certificate or statement of book-entry position, as applicable, representing or otherwise evidencing such Units without the legend required by Section 9.1(e)(iii).

(v) In the case of uncertificated Units, the Company shall provide notice to the Members of the applicable legends required by Sections 9.1(e)(i), 9.1(e)(ii) and 9.1(e)(iii) in accordance with applicable law.

(vi) Each Member shall be deemed to have actual knowledge of the terms, provisions, restrictions and conditions set forth in this Agreement (including the restrictions on Transfer set forth in this Section 9.1) for all purposes of this Agreement and applicable law (including the Act and the Uniform Commercial Code as adopted and in effect in any applicable jurisdiction), whether or not any certificate or statement of book-entry position, as applicable, representing or otherwise evidencing any Units owned or held by such Member bears the applicable legends set forth in Sections 9.1(e)(i), 9.1(e)(ii) and 9.1(e)(iii) and whether or not any such Member received a separate notice of such terms, provisions, restrictions and conditions.

(f) *Transfers of Class B Units.* Anything in this Agreement to the contrary notwithstanding, Class B Units shall not be Transferred by any Member unless such Transfer also complies with any restrictions on Transfer set forth in the applicable Management Incentive Plan and/or any applicable Award Agreement (which restrictions

may be in addition to, and/or more restrictive than, the restrictions on Transfer of Units set forth in this Agreement).

(g) *Certain Members.* If any Member is an Entity that has no substantial assets other than Units and/or indebtedness of, or securities in, the Company or any of its Subsidiaries, then such Member agrees that no Equity Interests in such Member may be sold, transferred or otherwise disposed to any Person other than in accordance with the terms and provisions of this Section 9.1 as if such Equity Interests were Units; provided, that a sale, transfer or other disposition of Equity Interests in such Member to any Affiliate of such Member (other than to any Affiliate of such Member that is a portfolio company of such Member or any of its other Affiliates) shall not be subject to this Section 9.1(g).

(h) *No Requirement to List.* The Company shall have no obligation under this Agreement to list any of the Units or other Interests on any securities exchange, automated quotation system or over-the-counter marketplace.

(i) *Transfers to the Company.* A Transfer of Units to the Company shall not be subject to the requirements of this Section 9.1.

(j) *Additional Restrictions.* If the Board makes a reasonable determination that additional restrictions are necessary to prevent (i) the Company from being treated as a “publicly traded partnership” under Code Section 7704 or (ii) jeopardizing the availability to The Container Store Group, Inc. or any of its subsidiaries of their net operating loss or net capital loss carryforwards or certain other tax benefits under Code Section 382, the Board may impose such additional restrictions on Transfers as the Board has reasonably determined to be so necessary.

(k) *Reimbursement of Company Expenses.* The Transferor and the Transferee shall be jointly and severally obligated to reimburse the Company for all reasonable out-of-pocket third party costs and expenses (including legal fees) incurred by the Company in connection with any Transfer or proposed Transfer of such Transferor’s Units (excluding any Transfer or proposed Transfer pursuant to Section 9.3 or otherwise pursuant to a Sale Transaction).

(l) *Modifications to Procedural Provisions.* Notwithstanding anything herein to the contrary, the Company may, in its sole discretion, waive or modify the application of any term or provision of a procedural nature set forth herein to any Transfer so long as such waiver or modification (i) is for administrative convenience purposes to facilitate the consummation of such Transfer, (ii) does not adversely affect the rights of any of the Members, (iii) does not subject any of the Members to any additional obligations or liabilities, and (iv) is approved by the Transferor and the ultimate Transferee of such Transfer (which approval may be provided by e-mail to the Company in accordance with Section 19.5). The right of the Company to make any such waiver or modification need not be uniform among Transfers and may be made by it selectively among any Transfers (whether or not such Transfers are similar in nature).

Any such waiver or modification shall not require any consents or approvals of the Members under Section 16.1.

9.2 Transfer Agents; Regulations. The Company, by resolution or written consent of the Board, may from time to time appoint a Transfer Agent under such arrangements and upon such terms and conditions as the Board deems advisable. Unless the Board has appointed some other Person as its Transfer Agent (and upon the revocation of any such appointment, thereafter until a new appointment is similarly made) the Secretary, or any Person designated by the Secretary, shall be the Transfer Agent without the necessity of any formal action of the Board, and the Secretary, or any Person designated by the Secretary, shall perform all of the duties of the Transfer Agent. The Board may make such rules and regulations as it may deem expedient and as are not inconsistent with this Agreement, concerning the issue, registration and Transfer of certificates for Units.

9.3 Drag-Along Transactions.

(a) In the event that the Majority Members at the time of the delivery of a Drag Notice (for purposes of this Section 9.3, each, a “Selling Member” and, collectively, the “Selling Members”) determine to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction (whether or not a Member vote is required) to or with any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) other than the Selling Members or any Affiliates thereof (a “Third Party Purchaser”) (any such Sale Transaction, a “Drag-Along Transaction”), the Company or the Selling Members (or a designated representative acting on behalf of the Selling Members) will have the right (but not the obligation) to deliver written notice thereof (a “Drag Notice”) to all other Members (each, a “Dragged Member” and, collectively, the “Dragged Members”), including any holders of Class B Units. Such written notice shall be delivered to the Dragged Members in accordance with Section 19.5 and shall contain a general description of the material terms and conditions of the Drag-Along Transaction, including the amount and form of consideration to be paid by the Third Party Purchaser, copies of any Drag-Along Transaction Documents or Investment Documents that the Dragged Members will be required to execute and deliver in connection with such Drag-Along Transaction (to the extent such documents exist and are in substantially final form at the time such Drag Notice is delivered to the Dragged Members) and the proposed date (which may be an estimated date or range of dates) for the closing of the Drag-Along Transaction; provided, that the Selling Members may elect to omit from the Drag Notice any such terms and conditions of, or information relating to, the Drag-Along Transaction if the Selling Members determine that the disclosure thereof to the Dragged Members would have an adverse effect on the Drag-Along Transaction or the consummation thereof, but the omission of any such terms, conditions or information shall not have any effect on the validity of the Drag Notice.

(b) If a Drag Notice is delivered by the Company or by or on behalf of the Selling Members to the Dragged Members, each of the Dragged Members shall:



(i) if such Drag-Along Transaction is structured as a Transfer of Units (including any Transfer of Units by way of a merger of the Company with any other Person), be obligated to Transfer to the Third Party Purchaser (subject to the other terms of this Section 9.3(b)), at the closing of such Drag-Along Transaction, all Units held by such Dragged Member (or the applicable portion of such Dragged Member's Units that are required to be Transferred in connection with such Drag-Along Transaction, as determined in accordance with Section 9.3(c)) on purchase terms and conditions that are substantially the same as those purchase terms and conditions applicable to the Units of the Selling Members of the same class or series (excluding any investment or reinvestment opportunity given to management of the Company or any of its Subsidiaries), free and clear of any Liens (other than Permitted Liens); provided, that (A) each Dragged Member will receive, in respect of such Dragged Member's Units that are Transferred in such Drag-Along Transaction, no less than the same portion of the aggregate net consideration paid in such Drag-Along Transaction that such Dragged Member would have received if such aggregate net consideration had been distributed by the Company pursuant to Section 13.1(a) (and such aggregate net consideration shall be treated as if it was distributed by the Company pursuant to Section 13.1(a)), unless otherwise approved by such Dragged Member, and (B) if the Selling Members are given an option as to the form of consideration to be received in exchange for their Units of any class or series, then each of the Dragged Members shall be given the same option with respect to their Units of the same class or series;

(ii) if such Drag-Along Transaction is structured as a sale or transfer of assets (including by or through the sale, issuance or other disposition of the Equity Interests of, or reorganization, merger, unit or share exchange, consolidation or other business combination involving, any direct and/or indirect Subsidiary or Subsidiaries of the Company), approve any subsequent dissolution and liquidation of the Company or any of its Subsidiaries in connection therewith and execute and/or deliver any applicable documents, instruments or agreements related thereto;

(iii) (A) be required to vote (including by written consent) such Dragged Member's Units (to the extent of any voting rights), whether by proxy, voting agreement or otherwise, in favor of such Drag-Along Transaction, and (B) not raise any objection against such Drag-Along Transaction (including objections relating to the consideration being paid in connection therewith) or the process pursuant to which it was arranged, negotiated or consummated;

(iv) execute and deliver any applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal, release or other agreements or documents governing or relating to such Drag-Along Transaction (on terms substantially the same as those terms applicable to the Selling Members) that the Company, the Selling Members or the Third Party Purchaser may request and which are executed and delivered by the Selling Members (the "Drag-Along Transaction Documents"), and (A) agree to or

provide the same covenants, obligations, indemnities and agreements as agreed to or provided by the Selling Members set forth therein and (B) make the same representations and warranties as the Selling Members, on a several and not joint basis, regarding organization, existence and good standing of such Dragged Member, the power and authority of such Dragged Member to enter into the Drag-Along Transaction, due authorization, execution and delivery by such Dragged Member of the Drag-Along Transaction Documents and the Investment Documents, enforceability against such Dragged Member of the Drag-Along Transaction Documents and the Investment Documents, good and marketable title (free and clear of all Liens) of the Units of such Dragged Member, the consents and notices required to be obtained or made by such Dragged Member in connection with such Drag-Along Transaction, no conflicts with organizational documents, contracts or law applicable to such Dragged Member, no legal proceedings against such Dragged Member, no brokers' fees owed by such Dragged Member in connection with such Drag-Along Transaction, and other matters reasonably requested by the Third Party Purchaser with respect to such Dragged Member and related to such Drag-Along Transaction; provided, however, that (x) no Dragged Member shall be required to provide any indemnity relating to such Drag-Along Transaction that is in excess of the amount of gross proceeds payable to such Dragged Member in connection with such Drag-Along Transaction (other than on account of such Dragged Member's own fraud), (y) any escrow arrangement or indemnity shall be allocated among each Selling Member and Dragged Member *pro rata* based upon the allocation among each such Member of the consideration payable in respect of Units in the Drag-Along Transaction; provided, that any indemnities on account of a Dragged Member's representations and warranties described in clause (B) above or a Dragged Member's own fraud or breach of covenants shall be solely the responsibility of such Dragged Member, and (z) no Dragged Member shall be required to provide any non-competition, non-solicitation or similar covenant other than customary confidentiality covenants;

(v) if the Members will receive any Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the continuing, acquiring, resulting or surviving entity in the Drag-Along Transaction, or any Affiliate thereof (the "Surviving Entity"), execute and deliver any applicable limited liability company agreement, stockholders agreement, partnership agreement, investor rights agreement, voting agreement or similar agreement which relates to the internal governance of the Surviving Entity and/or the rights or obligations of the owners of the Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the Surviving Entity that the Company, the Selling Members or the Third Party Purchaser may request and which are executed and delivered by the Selling Members (the "Investment Documents"), and agree to or provide the same covenants, obligations and agreements as agreed to or provided by the Selling Members set forth therein;

(vi) use commercially reasonable efforts to obtain or make any consents or filings necessary to be obtained or made by such Dragged Member to effectuate such Drag-Along Transaction;

(vii) without limiting the provisions of Section 5.6, waive and refrain from exercising any appraisal, dissenters or similar rights with respect to such Drag-Along Transaction;

(viii) not (A) take any action that would reasonably be expected to impede or be prejudicial to such Drag-Along Transaction, (B) assert, at any time, any claim against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body or any other Member or any of its Affiliates (including any Selling Member and any of its Affiliates) in connection with such Drag-Along Transaction, or (C) except as permitted under and pursuant to Article 20, disclose to any Person any information related to such Drag-Along Transaction (including the identity of the Third Party Purchaser, the fact that discussions or negotiations are taking place concerning such Drag-Along Transaction, or any of the terms, conditions or other information with respect to such Drag-Along Transaction); and

(ix) take all necessary or desirable actions reasonably requested by the Selling Members, the Third Party Purchaser and/or the Company in connection with the consummation of such Drag-Along Transaction, including voting such Dragged Member's Units (to the extent of any voting rights), whether by proxy, voting agreement or otherwise, in favor of such Drag-Along Transaction and, if applicable, in favor of a Corporate Conversion in connection with such Drag-Along Transaction.

(c) In the case of a Drag-Along Transaction pursuant to which the Selling Members are collectively Transferring less than one hundred percent (100%) of all of the Units owned or held by the Selling Members in the aggregate, each Dragged Member shall be required to Transfer a percentage of the Units owned or held by such Dragged Member equal to the quotient obtained by dividing (i) the total number of Units owned or held by the Selling Members that are proposed to be Transferred in such Drag-Along Transaction by (ii) the total number of Units owned or held by the Selling Members in the aggregate.

(d) At the closing of any Drag-Along Transaction that is structured as a sale or other Transfer of Units in which the Selling Members have exercised their rights under this Section 9.3, each Dragged Member shall deliver at such closing, against payment of the purchase price therefor in accordance with the terms of the Drag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Third Party Purchaser) representing such Dragged Member's Units to be sold, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as are deemed reasonably necessary by any one or more of the Selling Members, the Third Party Purchaser and/or the Company for the

proper transfer of such Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens).

(e) Each Selling Member and each Dragged Member will bear its *pro rata* share (based upon the allocation among each such Member of the consideration payable in respect of Units in the Drag-Along Transaction) of the costs and expenses of any Drag-Along Transaction to the extent such costs and expenses are incurred for the benefit of all Members or the Company and are not otherwise paid by the Company or the Third Party Purchaser. Costs and expenses incurred by any Member on its own behalf will not be considered costs and expenses of the Drag-Along Transaction and will be borne solely by such Member.

(f) The Company shall, and shall use its commercially reasonable efforts to cause its officers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Drag-Along Transaction and not take any action which would reasonably be expected to impede or be prejudicial to any such Drag-Along Transaction. Pending the completion of any proposed Drag-Along Transaction, the Company shall use commercially reasonable efforts to operate the Company and its Subsidiaries in the ordinary course of business and to maintain all existing business relationships in good standing (unless otherwise required by the Drag-Along Transaction Documents) and otherwise comply with the terms of the Drag-Along Transaction Documents to which it is a party.

(g) The Company shall cooperate with the Selling Members to enter into a Drag-Along Transaction and to take any and all such further action in connection therewith as the Selling Members may deem reasonably necessary or reasonably appropriate in order to consummate (or, if directed by the Selling Members, abandon) any such Drag-Along Transaction. Neither the Company, any of its Subsidiaries nor any of the Selling Members shall have any liability if any Drag-Along Transaction is not consummated for any reason (including if the Selling Members elect to abandon such Drag-Along Transaction for any reason or for no reason). Subject to the provisions of this Section 9.3, the Selling Members, in exercising their rights under this Section 9.3, shall have complete discretion over the terms and conditions of any Drag-Along Transaction effected hereby, including price, payment terms, conditions to closing, timing of closing, representations, warranties, affirmative covenants, negative covenants, indemnification, releases, holdbacks and escrows. At the request of the Selling Members, the Board shall authorize and direct the Company and/or any now or hereafter created Subsidiary of the Company to execute such agreements, documents, applications, authorizations, registration statements and instruments as they may deem reasonably necessary or reasonably appropriate in connection with any Drag-Along Transaction.

(h) IN ORDER TO SECURE THE OBLIGATIONS OF EACH DRAGGED MEMBER TO VOTE SUCH DRAGGED MEMBER'S UNITS IN FAVOR OF A DRAG-ALONG TRANSACTION AND (WITHOUT LIMITING THE PROVISIONS OF SECTION 5.6) TO WAIVE ANY APPRAISAL, DISSENTERS OR SIMILAR RIGHTS THAT SUCH DRAGGED MEMBER HAS (OR MAY HAVE) WITH RESPECT TO ANY DRAG-ALONG TRANSACTION, IN EACH CASE AS SET

FORTH IN SECTION 9.3(b), EACH DRAGGED MEMBER HEREBY IRREVOCABLY APPOINTS THE SELLING MEMBERS (AND EACH OF THEM) AS SUCH DRAGGED MEMBER'S TRUE AND LAWFUL PROXY AND ATTORNEY, WITH FULL POWER OF SUBSTITUTION, TO VOTE ALL UNITS OWNED OR HELD BY SUCH DRAGGED MEMBER OR OVER WHICH SUCH DRAGGED MEMBER HAS VOTING CONTROL TO EFFECTUATE SUCH VOTES AND WAIVERS FOR THE DURATION OF THE EXISTENCE OF THE COMPANY. IN ADDITION, IN ORDER TO SECURE THE OBLIGATIONS OF EACH DRAGGED MEMBER TO EXECUTE AND DELIVER THE DRAG-ALONG TRANSACTION DOCUMENTS AND, IF APPLICABLE, THE INVESTMENT DOCUMENTS, AND TO TAKE ACTIONS IN CONNECTION WITH THE CONSUMMATION OF A DRAG-ALONG TRANSACTION, IN EACH CASE AS SET FORTH IN SECTION 9.3(b), EACH DRAGGED MEMBER HEREBY IRREVOCABLY GRANTS TO THE SELLING MEMBERS (AND EACH OF THEM) A POWER-OF-ATTORNEY TO SIGN ANY AND ALL SUCH DRAG-ALONG TRANSACTION DOCUMENTS AND, IF APPLICABLE, INVESTMENT DOCUMENTS, AND TO TAKE ANY AND ALL SUCH ACTIONS, IN THE NAME AND ON BEHALF OF SUCH DRAGGED MEMBER. THE PROXIES AND POWERS OF ATTORNEY GRANTED BY EACH DRAGGED MEMBER PURSUANT TO THIS SECTION 9.3(h) ARE COUPLED WITH AN INTEREST, ARE IRREVOCABLE, AND SHALL NOT BE AFFECTED BY AND SHALL SURVIVE THE DEATH, INCOMPETENCY, INCAPACITY, DISABILITY, MERGER, CONSOLIDATION, BANKRUPTCY, INSOLVENCY, LIQUIDATION OR DISSOLUTION OF ANY DRAGGED MEMBER.

(i) Any Class B Units Transferred in a Drag-Along Transaction by a Selling Member or a Dragged Member shall immediately and automatically convert into Class A Units upon the consummation of such Drag-Along Transaction, as determined by the Board.

(j) A Transfer of Units in a Drag-Along Transaction by a Selling Member or a Dragged Member pursuant to this Section 9.3 shall not be subject to the requirements of (i) Section 9.1 (other than Section 9.1(a)(i)) or (ii) Section 9.7.

(k) For the avoidance of doubt, the obligations of the Company and the Dragged Members pursuant to this Section 9.3 shall apply irrespective of the amount of consideration (if any) to be paid to each Dragged Member pursuant to the Drag-Along Transaction.

#### 9.4 Tag-Along Transactions.

(a) In the event that one or more Members (acting alone or with other Members) who own or hold Class A Units (each, an "Initiating Holder" and, collectively, the "Initiating Holders") desire to effect a Tag-Along Transaction, the Initiating Holders (or a designated representative acting on their behalf) shall deliver written notice (a "Sale Notice") to all other Members that own or hold Class A Units (each, a "Tag-Along Seller" and, collectively, the "Tag-Along Sellers") and the Company, in accordance with Section 19.5, at least ten (10) Business Days prior to the consummation of such Tag-

Along Transaction, offering the Tag-Along Sellers the opportunity to participate in such Tag-Along Transaction on the terms and conditions set forth in the Sale Notice (which terms and conditions shall be the same as those terms and conditions (including at the same price) applicable to the Initiating Holders (except that if the Initiating Holders are given an option as to the form of consideration to be received in exchange for their Class A Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Units)); provided, however, that if the consideration to be paid in such Tag-Along Transaction consists, in whole or in part, of securities or any other non-cash consideration, then any Member that is not an Accredited Investor or any Member who does not, promptly following the request of the Initiating Holders or the Transferee in such Tag-Along Transaction (but in any event within three (3) Business Days after receipt of any such request), certify to the Initiating Holders and the Transferee in such Tag-Along Transaction that such Member is an Accredited Investor shall not be offered the opportunity to participate in such Tag-Along Transaction and shall not be deemed a Tag-Along Seller for purposes of such Tag-Along Transaction. The Sale Notice shall contain a general description of the material terms and conditions of the Tag-Along Transaction, including the total number of Class A Units proposed to be Transferred, the proposed amount and form of consideration for the Class A Units proposed to be Transferred, and copies of any Tag-Along Transaction Documents that the Tag-Along Sellers will be required to execute and deliver in connection with such Tag-Along Transaction (to the extent such documents exist and are in substantially final form at the time such Sale Notice is delivered to the Tag-Along Sellers).

(b) Each Tag-Along Seller may, by written notice (each, an “Acceptance Notice”) delivered to the Initiating Holders (or their designated representative) within five (5) Business Days after delivery of the Sale Notice to such Tag-Along Seller, elect to Transfer Class A Units in such Tag-Along Transaction, on the terms and conditions set forth in the Sale Notice; provided, however, that if the proposed Transferee in the Tag-Along Transaction desires to purchase a number of Class A Units that is less than the aggregate number of Class A Units proposed to be Transferred by the Initiating Holders and all Tag-Along Sellers electing to Transfer Class A Units in the Tag-Along Transaction, then the Initiating Holders may elect to either (i) terminate such Tag-Along Transaction with respect to the Initiating Holders and each Tag-Along Seller or (ii) consummate such Tag-Along Transaction on the basis of such lesser number of Class A Units and, upon such election to consummate the Tag-Along Transaction, each Initiating Holder and each electing Tag-Along Seller shall be permitted to Transfer to such Transferee up to that number of Class A Units owned or held by such Initiating Holder or such Tag-Along Seller, as the case may be, equal to the product of (x) the total number of Class A Units to be acquired by the Transferee in the proposed Tag-Along Transaction and (y) such Initiating Holder’s or such Tag-Along Seller’s (as applicable) proportionate percentage of the issued and outstanding Class A Units collectively owned or held by the Initiating Holders and all electing Tag-Along Sellers; provided, further, that if at any time after delivery of a Sale Notice there is a change in the price or other material change in the terms or conditions of the proposed Tag-Along Transaction described in such Sale Notice, then the Initiating Holders shall deliver a revised Sale Notice to all Tag-Along Sellers indicating such revised price and/or other material change, and each Tag-Along Seller shall have an additional five (5) Business Days after

delivery of the revised Sale Notice to indicate whether or not it elects to Transfer Class A Units in such Tag-Along Transaction, on the terms and conditions set forth in the revised Sale Notice (it being understood and agreed that if a Tag-Along Seller elected to Transfer Class A Units in such Tag-Along Transaction prior to the commencement of such additional five-Business Day period, then such election will remain in effect unless such Tag-Along Seller revokes, amends or otherwise modifies such election in writing prior to the expiration of such additional five-Business Day period).

(c) In connection with any Tag-Along Transaction in which any Tag-Along Seller elects to participate pursuant to this Section 9.4, each such Tag-Along Seller shall take all necessary or desirable actions reasonably requested by the Initiating Holders and/or the Transferee in such Tag-Along Transaction in connection with the consummation of such Tag-Along Transaction, including (A) executing and delivering the applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal, release or other agreements or documents governing or relating to such Tag-Along Transaction that the Initiating Holders or the Transferee in such Tag-Along Transaction may request (the “Tag-Along Transaction Documents”), and (B) if the Initiating Holders and the Tag-Along Sellers will receive any Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the Transferee or any other Person in connection with such Tag-Along Transaction, executing and delivering any applicable limited liability company agreement, stockholders agreement, partnership agreement, investor rights agreement, voting agreement or similar agreement which relates to the internal governance of such Transferee or such other Person and/or the rights or obligations of the owners of the Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in such Transferee or such other Person that Initiating Holders or the Transferee may request and which are executed and delivered by the Initiating Holders. In connection with any Tag-Along Transaction that complies with this Section 9.4, no Member (whether or not a Tag-Along Seller) shall (i) take any action that would reasonably be expected to impede or be prejudicial to such Tag-Along Transaction, (ii) assert, at any time, any claim against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body or any other Member or any of its Affiliates (including any Initiating Holder and any of its Affiliates) in connection with such Tag-Along Transaction, or (iii) except as permitted under and pursuant to Article 20, disclose to any Person any information related to such Tag-Along Transaction (including the identity of the Transferee, the fact that discussions or negotiations are taking place concerning such Tag-Along Transaction, or any of the terms, conditions or other information with respect to such Tag-Along Transaction).

(d) At the closing of any Tag-Along Transaction in which any Tag-Along Seller has elected to participate under this Section 9.4, such Tag-Along Seller shall deliver at such closing, against payment of the consideration therefor in accordance with the terms of the Tag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Transferee in such Tag-Along Transaction) representing its Class A Units to be Transferred, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as

are deemed reasonably necessary by the Initiating Holders, the Transferee in such Tag-Along Transaction and/or the Company for the proper Transfer of such Class A Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens).

(e) Each Initiating Holder and each Tag-Along Seller electing to participate in a Tag-Along Transaction under this Section 9.4 will bear its *pro rata* share (based upon the allocation among each such Member of the consideration payable in respect of Class A Units in the Tag-Along Transaction) of the costs and expenses of any such Tag-Along Transaction to the extent such costs and expenses are incurred for the benefit of all such Members and are not otherwise paid by the Company or the Transferee. Costs and expenses incurred by any such Member on its own behalf will not be considered costs of the Tag-Along Transaction and will be borne solely by such Member.

(f) Subject to the provisions of this Section 9.4, the Initiating Holders shall have complete discretion over the terms and conditions of any Tag-Along Transaction, including price, payment terms, conditions to closing, timing of closing, representations, warranties, affirmative covenants, negative covenants, indemnification, releases, holdbacks and escrows. Neither the Company, any of its Subsidiaries nor any of the Initiating Holders shall have any liability if any Tag-Along Transaction is not consummated for any reason (including if the Initiating Holders elect to abandon such Tag-Along Transaction for any reason or for no reason).

(g) The Company shall, and shall use its commercially reasonable efforts to cause its officers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Tag-Along Transaction and not take any action which would reasonably be expected to impede or be prejudicial to any such Tag-Along Transaction. Pending the completion of any proposed Tag-Along Transaction, the Company shall use commercially reasonable efforts to operate the Company and its Subsidiaries in the ordinary course of business and to maintain all existing business relationships in good standing (unless otherwise required by the Tag-Along Transaction Documents) and otherwise comply with the terms of the Tag-Along Transaction Documents to which it is a party.

(h) If any Tag-Along Seller electing to participate in a Tag-Along Transaction materially breaches any of its obligations under this Section 9.4 in respect of such Tag-Along Transaction or any of its representations or obligations under any of the Tag-Along Transaction Documents, then, (i) at the option of the Initiating Holders, such Tag-Along Seller will not be permitted to participate in such Tag-Along Transaction and the Initiating Holders can proceed to close such Tag-Along Transaction excluding the sale of such Tag-Along Seller's Class A Units therefrom and, (ii) at the option of the Initiating Holders, the number of Class A Units to be Transferred by the Initiating Holders and the Tag-Along Sellers (excluding the breaching Tag-Along Seller) shall be recalculated pursuant to clause (ii) of Section 9.4(b) excluding the breaching Tag-Along Seller from such calculation.



(i) The Initiating Holders shall have the right for a period of ninety (90) days after the expiration of the latest five (5) Business Day period referred to in Section 9.4(b) to consummate the Tag-Along Transaction. In the event that the Initiating Holders have not consummated the Tag-Along Transaction within such ninety-day period, the Initiating Holders shall not thereafter consummate such Tag-Along Transaction unless the Initiating Holders again comply with the terms of this Section 9.4; provided, however, that if such Tag-Along Transaction is unable to be consummated within such ninety-day period as a result of antitrust or other regulatory delay, then such ninety-day period shall be extended on account of such delay as necessary to permit the Initiating Holders to effect such Tag-Along Transaction.

(j) The exercise or non-exercise of the rights of any of the Members under this Section 9.4 to participate in one or more Tag-Along Transactions shall not adversely affect their rights to participate in subsequent Tag-Along Transactions subject to this Section 9.4.

9.5 Appointment of Purchaser Representative. If the Selling Members enter into any negotiation or transaction for which Rule 506 of Regulation D (or any similar rule then in effect) promulgated by the SEC may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), each Draggged Member who is not an Accredited Investor shall, at the request of the Company or the Selling Members, appoint a “purchaser representative” (as such term is defined in Rule 501 of Regulation D) reasonably acceptable to the Company and the Selling Members in connection with such negotiation or transaction.

9.6 Preemptive Rights.

(a) After the Effective Date, the Company shall not, and the Company shall not permit any of its Subsidiaries to, sell or issue to any Person (including any then-current Member) any (i) Equity Interests of the Company or any of its Subsidiaries, or (ii) options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests of the Company or any of its Subsidiaries (any such Equity Interests, options, warrants or securities, collectively, the “Additional Securities”) (other than pursuant to an Excluded Issuance), unless the Company or its applicable Subsidiary first submits written notice (a “Preemptive Rights Notice”) to each Significant Member identifying the material terms of the Additional Securities (including the price, number or amount and type of Additional Securities, and all other material terms thereof) and offers to each Significant Member that also demonstrates to the Company’s reasonable satisfaction that such Significant Member is an Accredited Investor (any such Significant Member, a “Preemptive Member” and, collectively, the “Preemptive Members”) the opportunity to purchase up to a portion of the Additional Securities (a “Pro Rata Portion”) on such terms and conditions set forth in the Preemptive Rights Notice. A Preemptive Member’s Pro Rata Portion shall be equal to the product of (1) the total number or amount of Additional Securities subject to the sale or issuance and (2) a fraction, (A) the numerator of which is the number of Class A Units then owned or held by such Preemptive Member, and (B) the denominator of which is the total number of Class A Units then owned or held by all Preemptive Members collectively.

(b) The Company's or its applicable Subsidiary's offer to each Preemptive Member shall remain open for a period of thirty (30) days after the Preemptive Rights Notice is delivered to such Preemptive Member in accordance with Section 19.5. A Preemptive Member may accept such offer by delivering written notice of such acceptance to the Company prior to the expiration of such thirty (30) day period, which notice shall set forth the number or amount of such Additional Securities to be purchased by such Preemptive Member (which, in any event, shall not exceed the number or amount equal to such Preemptive Member's Pro Rata Portion). If not all Preemptive Members subscribe for their full respective Pro Rata Portions, then the Company shall notify in writing the fully-subscribing Preemptive Members of such fact and shall offer, or cause its applicable Subsidiary to offer, such fully-subscribing Preemptive Members the right to acquire such unsubscribed Additional Securities on the terms set forth in the Preemptive Rights Notice. Each fully-subscribing Preemptive Member shall have the right to elect to purchase up to its pro rata share of such unsubscribed Additional Securities (in proportion to the Pro Rata Portions of all fully-subscribing Preemptive Members), by delivering written notice to the Company within two (2) Business Days from the date such offer from the Company or its applicable Subsidiary is delivered to such Preemptive Member. To the extent the procedure described in the preceding sentence does not result in the subscription of all unsubscribed Additional Securities, such procedure shall be repeated until there are no unsubscribed Additional Securities or until no Preemptive Member has elected to purchase additional unsubscribed Additional Securities.

(c) In the event that any Additional Securities are not subscribed for by the Preemptive Members in accordance with this Section 9.6, the Company or its applicable Subsidiary will have ninety (90) days after the expiration of the last period in which Preemptive Members are entitled to subscribe for Additional Securities to issue or sell the unsubscribed Additional Securities, at a price and upon other terms no more favorable to a purchaser of Additional Securities, in the aggregate, than those specified in the Preemptive Rights Notice delivered to the Preemptive Members pursuant to Section 9.6(a). Following the earlier to occur of (i) the date the Company or its applicable Subsidiary issues or sells all such unsubscribed Additional Securities and (ii) the date of the expiration of the ninety (90) day period referred to in the immediately preceding sentence, the Company or its applicable Subsidiary will not issue or sell any Additional Securities (other than pursuant to an Excluded Issuance) without first offering such Additional Securities to each of the Preemptive Members in the manner provided in this Section 9.6.

(d) Notwithstanding anything to the contrary set forth herein, the Company may comply with its obligations under this Section 9.6 by first selling or issuing to (or causing its applicable Subsidiary to sell or issue to) one or more Preemptive Members and/or any of their respective Affiliates (each, a "Specified Preemptive Member" and, collectively, the "Specified Preemptive Members") all or any portion of the Additional Securities contemplated to be issued or sold, and, promptly thereafter, offering to issue or sell to the Preemptive Members (other than the Specified Preemptive Members) (each, an "Other Preemptive Member" and, collectively, the "Other Preemptive Members") the number or amount of such Additional Securities the Other Preemptive Members would have been entitled to purchase pursuant to this Section 9.6 by applying Sections 9.6(a)

and 9.6(b) as if the Company or its applicable Subsidiary had not first issued or sold all or the applicable portion of the Additional Securities to the Specified Preemptive Members but rather had offered to issue or sell all of the Additional Securities to all Preemptive Members at the same time in accordance with the terms of those Sections; provided, however, that the Company or its applicable Subsidiary shall be permitted to pay the Specified Preemptive Members a reasonable fee or premium (which may be non-refundable) in connection with the sale of such Additional Securities to such Specified Preemptive Members, and it shall not be required that such fee or premium be shared with the Other Preemptive Members or taken into account in connection with the price to be paid by the Other Preemptive Members for such Additional Securities. In the event that any Other Preemptive Member purchases Additional Securities pursuant to any such offer referred to in the immediately preceding sentence and, as a result thereof, the Specified Preemptive Members would not have been permitted to purchase all of the Additional Securities they had purchased if all of the Additional Securities contemplated to be issued or sold had instead been offered to all Preemptive Members at the same time in accordance with Sections 9.6(a) and 9.6(b), then the Specified Preemptive Members shall sell or transfer to the Company or its applicable Subsidiary, for a price equal to the original cost thereof (plus any accrued and unpaid yield or interest thereon, if applicable, but without reducing such cost by any fee or premium received by the Specified Preemptive Members in connection therewith), the excess number or amount of Additional Securities that had been acquired by the Specified Preemptive Members.

(e) If the Company and/or any of its Subsidiaries desires to sell or issue (other than in an Excluded Issuance) (i) any Additional Securities and (ii) any indebtedness or debt securities of the Company or any of its Subsidiaries that do not otherwise constitute Additional Securities, and the items described in clauses (i) and (ii) are to be sold or issued together in unit increments (or in any other stapled or attached form), then such unit increments shall be deemed Additional Securities for purposes of this Section 9.6 and the provisions of this Section 9.6 shall apply to such unit increments.

#### 9.7 Right of First Offer.

(a) If at any time a Member (such Member, the “Offering Member”) wishes to effect a ROFO Transaction, such Offering Member shall first deliver written notice (a “ROFO Notice”) to the Company and to each Major Member (each, a “ROFO Member”), in accordance with Section 19.5, of its desire to effect a ROFO Transaction. The ROFO Notice shall (i) contain a description of the material terms and conditions of the ROFO Transaction, including the number of Units proposed to be transferred (the “Offered Units”) and the purchase price (which purchase price must be exclusively in cash) (such material terms and conditions, collectively, the “Proposed Terms”), and (ii) offer the ROFO Members the right to acquire the Offered Units on the Proposed Terms in accordance with the terms of this Section 9.7.

(b) For a period of ten (10) Business Days after delivery of the ROFO Notice to the ROFO Members (the “ROFO Period”), each ROFO Member shall have the right (the “Right of First Offer”) to elect by delivering written notice (a “Purchase Notice”) to the Offering Member to purchase, on the Proposed Terms, up to its ROFO Portion of the

Offered Units; provided, however, that if any ROFO Member is a Counterparty and elects to provide Counterparty Excluded Information to the Offering Member pursuant to Section 9.8 prior to the expiration of such 10-Business Day period, then the ROFO Period shall instead be deemed to commence on such date that, following the receipt by the Offering Member of such Counterparty Excluded Information, either (i) the Offering Member has reaffirmed to the ROFO Members in writing its intention to Transfer the Offered Units or (ii) if the Offering Member has not made such reaffirmation, is three (3) Business Days after the Offering Member's receipt of such Counterparty Excluded Information; provided, further, that if the Offering Member receives Counterparty Excluded Information from a Counterparty and the Offering Member intends to proceed with the Transfer of the Offered Units, then, within three (3) Business Days after the Offering Member's receipt of such Counterparty Excluded Information, the Offering Member may offer to provide such Counterparty Excluded Information to any ROFO Member that does not have possession of such Counterparty Excluded Information, in which case (A) if such ROFO Member agrees to be provided with such Counterparty Excluded Information and the Offering Member provides such Counterparty Excluded Information to such ROFO Member, then the ROFO Period shall instead be deemed to commence on such date that such ROFO Member receives such Counterparty Excluded Information, or (B) if such ROFO Member refuses to receive such Counterparty Excluded Information, then such ROFO Member shall be excluded from the definition of "ROFO Member" solely with respect to the Transfer of the Offered Units (it being understood and agreed that if such ROFO Member does not agree to receive the Counterparty Excluded Information within two (2) Business Days following such ROFO Member's receipt of the offer from the Offering Member to be provided such Counterparty Excluded Information, then such ROFO Member shall be deemed to have refused to receive such Counterparty Excluded Information). Any Counterparty Excluded Information provided to an Offering Member or a ROFO Member pursuant to this Section 9.7(b) shall be subject to the terms of Article 20. During the ROFO Period (but not after the end of the ROFO Period), any offer to purchase by the ROFO Members and the offer to sell by the Offering Member shall, in each case, be revocable.

(c) A ROFO Member's "ROFO Portion" shall be equal to the product of (i) the total number of Offered Units and (ii) a fraction, (A) the numerator of which is the number of Class A Units then owned or held by such ROFO Member, and (B) the denominator of which is the total number of Class A Units then owned or held by all ROFO Members collectively. If not all ROFO Members subscribe for their full respective ROFO Portions by the expiration of the ROFO Period, then the Offering Member shall notify in writing the fully-subscribing ROFO Members and the Company of such fact and offer such fully-subscribing ROFO Members the right to acquire such unsubscribed Offered Units on the Proposed Terms. Each fully-subscribing ROFO Member shall have the right to elect to purchase its *pro rata* share of such unsubscribed Offered Units (in proportion to the ROFO Portions of all fully-subscribing ROFO Members), by delivering written notice to the Offering Member and the Company, within two (2) Business Days from the date the notice from the Offering Member is delivered to such ROFO Members. To the extent the procedure described in the preceding sentence does not result in the subscription of all unsubscribed Offered Units, such procedure shall be repeated until either (x) there are no unsubscribed Offered Units or (y) no ROFO

Member elects to purchase any unsubscribed Offered Units (as set forth in this Section 9.7(c)).

(d) If one or more ROFO Members elect to purchase all of the Offered Units, the closing for such purchase and sale shall take place within fifteen (15) Business Days after the expiration of the ROFO Period or, if applicable, the expiration of the last period in which ROFO Members could elect to purchase Offered Units pursuant to Section 9.7(c). Anything herein to the contrary notwithstanding, if the ROFO Members do not elect to exercise the Right of First Offer with respect to all Offered Units, then Offering Member shall not have an obligation to sell any Offered Units to any of the ROFO Members.

(e) At the closing of any purchase and sale of Offered Units under this Section 9.7, (i) the Offering Member shall deliver, against payment of the purchase price therefor, in accordance with the Proposed Terms, certificates or other documentation (or other evidence thereof reasonably acceptable to the Company and/or the ROFO Members) representing such Offered Units, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as are deemed reasonably necessary by the Company and/or the ROFO Members for the proper transfer of such Offered Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens), and (ii) the ROFO Members that have elected to purchase Offered Units shall deliver to the Offering Member the purchase price for such Offered Units in accordance with the Proposed Terms.

(f) In the event that the ROFO Members do not elect to exercise their Right of First Offer purchase rights under this Section 9.7 with respect to all of the Offered Units, then the Offering Member will have ninety (90) days after the expiration of the ROFO Period or, if applicable, the expiration of the last period in which ROFO Members could elect to purchase Offered Units pursuant to Section 9.7(c) to sell or Transfer all (but not less than all) of the Offered Units not sold to the ROFO Members to a third party (subject to compliance with the terms set forth in this Agreement, including Section 9.4, if applicable), at a purchase price in cash that is no lower than the purchase price specified in the ROFO Notice and upon other terms that are, in the aggregate, no more favorable to the third party than the Proposed Terms specified in the ROFO Notice. In the event the Offering Member has not sold all of such Offered Units within such ninety-day period, the Offering Member shall not thereafter sell or Transfer such Offered Units (other than in an Excluded ROFO Transfer) without first offering such Offered Units to the ROFO Members in the manner provided in this Section 9.7; provided, however, that if the ROFO Transaction with a third party is unable to be consummated within such ninety-day period as a result of antitrust or other regulatory delay, then such ninety-day period shall be extended on account of such delay as necessary to permit the Offering Member to effect such ROFO Transaction.

(g) Any Class B Unit that is Transferred to a ROFO Member pursuant to the exercise of the Right of First Offer pursuant to this Section 9.7 will automatically convert into a Class A Unit simultaneously with the consummation of such Transfer.

(h) Upon the delivery of any ROFO Notice, if requested by any ROFO Member, the Company shall inform such ROFO Member if the Company believes such ROFO Member possesses material non-public information regarding the Company.

9.8 Transfers Among Members. Each Member acknowledges and agrees, with respect to any Transfer by, with, to or from any Designating Member or any Observer Member (any such Member, a “Counterparty”) that (a) no Counterparty has made any representation or warranty, express or implied, regarding the Company or any of its Subsidiaries or the Units, and any such purported representations or warranties are expressly disclaimed and waived and such Member has not relied upon and expressly disclaims reliance upon any such purported representations or warranties; and (b) a Counterparty may have, or may come into possession of, information with respect to the Units, the Company or its Subsidiaries that may constitute material non-public information or information that is not known to other Members and that may be material to a decision to the purchase or sale of Units by, with, to or from such Counterparty (“Counterparty Excluded Information”). In connection with any such purchase or sale of Units by, with, to or from a Counterparty, such Counterparty may, in its sole discretion, disclose any or all Counterparty Excluded Information in such Counterparty’s possession to the applicable Member purchasing or selling Units, including any Offering Member or Tag-Along Seller, which Counterparty Excluded Information shall be subject to the terms of Article 20. Within three (3) Business Days of receiving such Counterparty Excluded Information, the applicable Member, including any applicable Offering Member, ROFO Member, Initiating Holder or Tag-Along Seller, may revoke its purchase or sale, including its ROFO Notice, Purchase Notice, Sale Notice or Acceptance Notice, as applicable. Each Member irrevocably and unconditionally waives and releases the Company, the Counterparty and their respective Affiliates from any and all claims (whether for Damages, rescission or any other relief) that it might have against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body, the Counterparty or any of their respective Affiliates, whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in connection with such purchase or sale, and each Member agrees not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

## **ARTICLE 10 FISCAL YEAR; BOOKS OF ACCOUNT; REPORTS**

10.1 Fiscal Year. The fiscal year of the Company (the “Fiscal Year”) shall be established by the Board.

10.2 Books and Records. The books and records of the Company may be kept at such place or places as may be from time to time designated by the Board. The Company shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of its proceedings of its Members and the Board (and any committee of the Board) and the names and places of residence of its officers.

10.3 Tax Information. The Company shall, as a Company expense, as soon as reasonably practicable after the end of each Fiscal Year, furnish the Members with all necessary tax reporting information required by the Members for the preparation of their respective federal,

state and local income tax returns, including each Member's Schedule K-1 or analogous schedule. The Company shall use reasonable efforts to cause all federal, state and local income and other tax returns to be timely filed by the Company, and shall supervise the Company's accountant in the preparation of the Company's tax returns, which returns shall be signed by an authorized Member or representative on behalf of the Company and co-signed by the Company's accountant as preparer.

10.4 Tax Elections and Accounting. Except as otherwise provided in this Agreement, all decisions as to accounting principles, whether for the Company's books or for income tax purposes (and such decisions may be different for each such purpose), all elections available to the Company under applicable tax law and the treatment of all transactions on the Company's tax returns, shall be made by the Board, in consultation with the Company's tax advisors. The Company will not undertake any activity or fail to take any action that will cause the Company to earn or to be allocated income other than qualifying income as defined in Code Section 7704(d), except to the extent permitted under Code Section 7704(c)(2). The Company will use commercially reasonable efforts to conduct its affairs in a manner so as not to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes and will use commercially reasonable efforts not to take any action that would result in the Members being allocated income that is treated as "effectively connected with the conduct of a trade or business within the United States" as defined in Code Section 864(c) (including income described in Code Section 897), "unrelated business taxable income" as defined in Code Sections 512 and 514 or "commercial activity income" as defined in Code Section 892. The Board may, at the time and in the manner provided in Treasury Regulations Section 1.754-1(b), cause the Company to elect pursuant to Code Section 754 to adjust the tax bases of the assets of the Company in the manner provided in Code Sections 734 and 743, and may make comparable elections under comparable provisions of state, local, or foreign tax law.

10.5 Company Representative.

(a) Unless otherwise agreed by the Board, and subject to the terms of this Agreement, an officer of the Company or a Manager designated by the Board shall have full power and authority to act for the Company and the Members as the "partnership representative" (the "Company Representative") under Code Section 6223 (as modified by the Bipartisan Budget Act of 2015, as amended (and any comparable provisions of state or local tax law), the "BB Act"), with all the rights and responsibilities of that position described in Code Sections 6222-32 and to act in any similar capacity under applicable state or local law. The Company Representative shall keep the Members reasonably informed of the progress of any tax audits or examinations. The Company shall reimburse the Company Representative for all third party costs and expenses, and any other costs and expenses, incurred by it in the exercise of the rights and/or the performance of the responsibilities referred to in this Section 10.5. The Company Representative shall, to the extent permissible, make the election contemplated by Code Section 6226 (as modified by the BB Act). The Company Representative shall take no material action with respect to any significant tax controversy matter without the authorization of the Board, other than such action as may be required by law and will take such actions as the Board may authorize and direct. Each Member shall provide to the Company Representative all information reasonably necessary to allow the Company

Representative to make an election under Code Section 6226 (as modified by the BB Act). Each Member agrees that, upon request of the Company Representative, such Member shall take such reasonable actions as may be necessary or desirable (as reasonably determined by the Company Representative) to allow the Company to comply with the provisions of Code Section 6226 so that any “partnership adjustments” are taken into account by the Members rather than the Company. Notwithstanding the foregoing, and subject to other limitations expressly set forth in this Agreement, each Member agrees, upon request of the Company Representative, that such Member shall provide such information, pay such amounts, and take into account such adjustments as are required to utilize the alternative “pull-in” procedure, in accordance with Code Section 6225(c)(2)(B) relating thereto to modify an imputed underpayment.

(b) In the event the Company incurs any liability for taxes, interest or penalties pursuant to the BB Act:

(i) then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Board) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the “reviewed year”;

(ii) the Company Representative shall request the Members (including any former Member) to whom such liability relates, as determined by the Board in its reasonable discretion, to pay, and each such Member hereby agrees to pay, such amount to the Company and such amount shall not be treated as a Capital Contribution for purposes of any provision herein that affects Distributions to the Members;

(iii) without reduction in any Member’s (or former Member’s) obligation under the foregoing clause (ii), any amount paid by the Company that is attributable to a Member (or former Member), as determined by the Company Representative in its reasonable discretion, and that is not paid by such Member pursuant to clause (ii) shall be treated for purposes of Article 13 as a Distribution to such Member (or former Member); and

(iv) the obligations of each Member (or former Member) under this Section 10.5 shall survive the Transfer by such Member of its Units and the dissolution of the Company.

10.6 Required Records. To the fullest extent permitted under applicable law, each Member hereby waives its rights under Section 18-305(a) of the Act to obtain the information specified therein; provided, however, that to the extent that, notwithstanding such waiver, any such Member is entitled to receive such information, the receipt thereof shall be subject to all of the limitations set forth in Section 18-305 of the Act (including the right of the Managers to keep



certain information confidential from the Members pursuant to Section 18-305(c) of the Act), and shall be limited to review of the Company's general ledger and those financial statements derived from it; provided, further, that the review of such information shall be at the sole cost and expense of such Member, during regular business hours of the Company, upon reasonable advance notice, in a manner as would not be unreasonably disruptive to the business or operations of the Company or any of its Subsidiaries, and subject to such other standards as may be established by the Board from time to time. Except as expressly required by non-waivable provisions of applicable law and except as expressly set forth in, and subject to the conditions and limitations of, Section 10.3 and Section 17.1, the Members shall have no rights to obtain, examine or inspect, or make copies or extracts of, any documents, materials or information relating to the Company or any of its Subsidiaries or any of their respective businesses, assets, operations, properties, financial and other conditions, prospects, or members, partners or shareholders.

10.7 Audits of Books and Accounts. The Company's books and accounts shall be audited at such times and by such auditors as shall be specified and designated by vote or written consent of the Board.

## **ARTICLE 11 CAPITAL**

11.1 Capital Contributions. The Capital Contributions of the Members made, or deemed to have been made, prior to or on the Effective Date are set forth in the Register of Members. To the extent that any Member shall make any additional Capital Contributions to the Company, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect such additional Capital Contributions.

11.2 No Right to Return of Contribution. No Member shall have the right to the withdrawal or to the return of such Member's Capital Contributions, except upon the dissolution and liquidation of the Company pursuant to, and subject to the terms and conditions of, Article 15.

11.3 Additional Capital Contributions. After the Effective Date, no Member will be obligated to make any further Capital Contributions to the Company.

11.4 Loans to the Company; No Interest on Capital. The Members may, but are not obligated to, make loans or provide other extensions of credit to the Company from time to time (including by the purchase of debt securities issued by the Company), as authorized by the Board and to the extent permitted under applicable law. Any such loans or extensions of credit shall not be treated as Capital Contributions to the Company for any purpose under this Agreement nor entitle such Member to any increase in its share of the Profits and Losses and Distributions, but the Company shall be obligated to such Member for the amount of any such loans or extensions of credit pursuant to the terms thereof, as the same are determined by the Board and such Member. Interest with respect to the outstanding amount of any loans or other extensions of credit made or provided by a Member to the Company shall accrue and be payable at such

times and at such rates as is determined by the Board and such Member. No interest shall be paid on any Capital Contribution to the Company or on any balance in any Capital Account.

11.5 Creditor's Interest in the Company. No creditor who makes a loan or otherwise extends credit to the Company shall have or acquire at any time as a result of making the loan or providing the extension of credit any direct or indirect interest in the profits, capital or property of the Company, other than such interest as may be accorded to a secured creditor. Notwithstanding the foregoing, and subject to other limitations expressly set forth in this Agreement, this provision shall not prohibit in any manner whatsoever a secured creditor from participating in the profits of operation or gross or net sales of the Company or in the gain on sale or refinancing of the Company, all as may be provided in its loan or security agreements.

11.6 Capital Accounts.

(a) The Company shall establish and maintain a separate Capital Account for each Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's allocable share of Profits, and any items in the nature of income or gain that are specially allocated to such Member under this Agreement, and the amount of any Company liabilities that are assumed by such Member in accordance with the terms hereof (other than liabilities that are secured by any Company property distributed to such Member that such Member is considered to assume or take subject to under Code Section 752).

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company property distributed to such Member pursuant to any provision of this Agreement (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752), such Member's allocable share of Losses, and any items in the nature of expenses or losses that are specially allocated to such Member under this Agreement, and the amount of any liabilities of such Member that are assumed by the Company (other than liabilities that are secured by any property contributed by such Member to the Company that the Company is considered to assume or take subject to under Code Section 752).

(iii) In the event any Unit is Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Unit. In the case of a sale or exchange of a Unit at a time when an election under Code Section 754 is in effect, the Capital Account of the Transferee Member shall not be adjusted to reflect the adjustments to the adjusted tax bases of Company property required under Code Sections 754 and 743, except as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(iv) In determining the amount of any liability for purposes of paragraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and the Treasury Regulations promulgated thereunder, and any other applicable provisions of the Code and Regulations.

(b) This Section 11.6 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations. The Board's determination of Capital Accounts shall be binding upon all Members, except as otherwise required by law.

11.7 Return of Capital. No Member shall be liable for the return of the Capital Contributions (or any portion thereof) of any other Member, it being expressly understood that any such return shall be made solely from Company assets. No Member shall be required to pay to the Company or to any other Member any deficit in its Capital Account upon dissolution of the Company or otherwise, and no Member shall be entitled to withdraw any part of its Capital Contributions or Capital Account, to receive interest on its Capital Contributions or Capital Account or to receive any Distributions from the Company, except as expressly provided for in this Agreement or under applicable law.

## ARTICLE 12 ALLOCATION OF PROFITS AND LOSSES

12.1 Profits and Losses. Except as otherwise stated in this Article 12, Profits and Losses for each Allocation Year shall be allocated among the Members in such a manner that, as of the end of such Allocation Year, the sum of (a) the Capital Account of each Member, (b) such Member's share of Company Minimum Gain (as determined according to Treasury Regulations Section 1.704-2(g)), and (c) such Member's Member Nonrecourse Debt Minimum Gain shall be equal to the respective net amounts, positive or negative, which would be distributed to them, determined as if the Company were to (x) liquidate the assets of the Company for an amount equal to their Gross Asset Value, and (y) distribute the proceeds of liquidation pursuant to Section 15.2.

### 12.2 Special Allocations.

(a) *Minimum Gain Chargeback*. Notwithstanding any other provision of this Article 12, if there is a net decrease in Company Minimum Gain during any Allocation Year, the Members shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 12.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) *Member Nonrecourse Debt Minimum Gain Chargeback.* Notwithstanding any other provision of this Article 12, except Section 12.2(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 12.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the Adjusted Capital Account deficit of such Member as quickly as possible, provided, that an allocation pursuant to this Section 12.2(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account deficit after all other allocations provided for in this Article 12 have been tentatively made as if this Section 12.2(c) were not in this Agreement.

(d) *Gross Income Allocation.* In the event any Member has a deficit Capital Account at the end of any Allocation Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Member is obligated to restore pursuant to the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided, that an allocation pursuant to this Section 12.2(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 12 have been made as if Section 12.2(c) and this Section 12.2(d) were not in this Agreement.

(e) *Nonrecourse Deductions.* Nonrecourse Deductions shall be allocated to holders of Class A Units in proportion to the number of Class A Units held by each such holder immediately prior to such allocation.

(f) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such

Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(g) *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

12.3 Curative Allocations. The allocations contained in each of Section 12.2 and Section 12.4 (the “Regulatory Allocations”) are intended to comply with certain requirements of the Code and Regulations. The Members intend that, to the extent possible, all Regulatory Allocations shall be offset either by other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 12.3. Therefore, notwithstanding any other provisions of this Article 12 (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it reasonably determines to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement.

12.4 Limitation on Allocation of Losses. In no event shall Losses be allocated to a Member to the extent such allocation would result in such Member having an Adjusted Capital Account deficit at the end of any Allocation Year. All such Losses shall be allocated to the other Members in accordance with the positive balances in such Members’ Capital Accounts.

12.5 Other Allocation Rules.

(a) Profits, Losses, and any other items of income, gain, loss, or deduction shall be allocated to the Members pursuant to this Article 12 as of the last day of each Fiscal Year, provided, that Profits, Losses, and such other items shall also be allocated at such times as the Gross Asset Values of Company assets are adjusted pursuant to paragraph (b) of the definition of “Gross Asset Value”.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as reasonably determined by the Board, using any permissible method under Code Section 706 and the Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members for tax purposes in the same proportions as they share Profits or Losses, as the case may be, for the applicable Allocation Year.

(d) For purposes of Code Section 752 and the Regulations thereunder, “excess nonrecourse liabilities” of the Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), shall be allocated among the holders of Class A Units in proportion to the number of Class A Units held by each such holder immediately prior to such allocation.

12.6 Tax Allocations: Code Section 704(c).

(a) Subject to Section 12.6(b), items of income, gain, loss and deduction of the Company for U.S. federal income tax purposes shall be allocated among the Members in the same manner that such items are allocated to the Members’ Capital Accounts.

(b) In accordance with Code Section 704(c) and the applicable Treasury Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property which has a Gross Asset Value different than its adjusted tax basis, will, solely for U.S. federal income tax purposes, be allocated among the Members in accordance with Code Section 704(c) and the Treasury Regulations thereunder to take into account such difference, using any method selected in the reasonable determination of the Board.

(c) Allocations pursuant to this Section 12.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

**ARTICLE 13  
DISTRIBUTIONS**

13.1 Distributions.

(a) Subject to (i) the terms of Section 6.19, (ii) the terms of Section 13.2, and (iii) the then existing agreements of the Company or its Subsidiaries relating to indebtedness or debt securities of the Company or any of its Subsidiaries, the Board may (but shall not be obligated to) cause the Company to make Distributions to the Members, at such times and in such amounts as the Board may determine in its sole discretion, and each Distribution shall be made to the Members that own or hold Class A Units and to the Members that own or hold Class B Units to the extent such Members owning or holding Class B Units are entitled to Distributions in respect of such Class B Units in accordance with this Agreement, the applicable Management Incentive Plan and/or any applicable Award Agreement (ratably among such Members based on their respective ownership, immediately prior to such Distribution, of the total number of issued and outstanding Class A Units and Class B Units entitled to Distributions in accordance with this Agreement, the applicable Management Incentive Plan and/or any applicable Award Agreement).

(b) Anything in Sections 13.1(a) and 15.2 to the contrary notwithstanding, unless the Board otherwise approves, if any Member that owns or holds Class A Units shall not have (i) actually executed and delivered to the Company (A) a counterpart of

this Agreement or a Joinder Agreement or (B) a completed AI Questionnaire as required pursuant to this Agreement, or (ii) provided the Company with such Member's Member Beneficial Ownership Information as required pursuant to this Agreement, in any such case at or prior to the time of any payment by the Company of any Distribution on account of Class A Units, then (x) such Member shall not receive, or be entitled to receive, any such Distribution on account of such Member's Class A Units until such Member executes and delivers or provides to the Company the applicable document(s) referred to in clause (i) or clause (ii) above, subject to the additional terms and provisions of this Section 13.1(b), and (y) the Company shall hold back any Distributions that, except for this Section 13.1(b), would otherwise have been paid or distributed to such Member in respect of such Member's Class A Units. The Company shall not be required to pay any interest in respect of any cash, assets, property, securities or other amounts held back pursuant to the immediately preceding sentence. The Company shall be free to use all such cash, assets, property, securities and other amounts as it sees fit and the Company shall not be under any obligation to pay such cash, assets, property, securities or other amounts into an escrow account (or any similar arrangement). In the event that (I) any Member that owns or holds Class A Units is not paid or distributed a Distribution on account of such Member's Class A Units as a result of this Section 13.1(b), and (II) such Member executes and delivers or provides the applicable document(s) referred to in clause (i) or clause (ii) above subsequent to the payment or distribution by the Company of such Distribution on account of other Class A Units, then, promptly following such execution and delivery or provision by such Member, the Company shall pay or distribute such Distribution to such Member that would have otherwise been payable or distributable pursuant to Section 13.1(a) or Section 15.2 on account of such Member's Class A Units as of the record date for such Distribution, but held back pursuant to this Section 13.1(b); provided, however, that the obligation of the Company to pay or distribute any such Distribution to such Member shall (X) terminate upon the consummation of a Sale Transaction, (Y) be subject to any limitations or restrictions under the Act or other applicable law, and (Z) be subject to any limitations or restrictions under the then existing agreements of the Company or its Subsidiaries relating to indebtedness or debt securities of the Company or any of its Subsidiaries.

(c) Unless a different record date is established by the Board, any Distribution pursuant to or in accordance with this Section 13.1 shall be made to the Persons shown on the Register of Members as holders of Units entitled to such Distribution as of the date of such Distribution.

13.2 Limitations on Distributions. Notwithstanding any provision to the contrary in this Article 13, no Distribution shall be made if such Distribution would violate the Act or any other applicable law.

13.3 No Other Distributions. Except as set forth in this Article 13 or upon the dissolution and liquidation of the Company pursuant to, and subject to the terms and conditions of, Article 15, no Member shall have the right to demand or receive any Distribution or other return on capital in respect of its Units or Capital Contributions.

13.4 Withholding Tax. The Company will at all times be entitled to make payments with respect to each Member in amounts required to discharge any obligation of the Company to withhold or make payments to any federal, state, local or foreign taxing authority (a “Taxing Authority”) with respect to such Member’s interest in the Company (including U.S. federal, state or local, withholding taxes and including any withholding taxes imposed on amounts paid to the Company). Any amounts deducted, withheld or paid by reason of this Section 13.4 shall be deemed distributed or allocated to the Member in question for all purposes under this Agreement and, to the extent such withholding has not offset a Distribution, shall reduce future Distributions to which such Member is otherwise entitled pursuant to this Agreement. If the Company makes any payment to a Taxing Authority in respect of a Member or former Member hereunder that is not withheld from actual Distributions to such Member (including in connection with a Distribution in kind), then such Member or former Member shall reimburse the Company for the amount of such payment (together with interest as set forth below), on demand or as otherwise provided hereunder. In addition, if a Member has not satisfied its reimbursement obligation under this Section 13.4 by the time of any Transfer of any of such Member’s Units (including any Transfer in connection with a Sale Transaction), then the Company is authorized by the Members (including such Member) to take such steps and other actions to cause or require an amount of proceeds that would otherwise be paid or distributed to such Member (or its Affiliates) in connection with such Transfer to be paid to the Company to satisfy such reimbursement obligation in full (or to satisfy such reimbursement obligation to the maximum extent possible). The amount of a Member’s reimbursement obligation under this Section 13.4 shall bear interest on such amount at a rate equal to [9.50%] per annum, compounded quarterly, commencing from the date the Company makes the applicable payment to a Taxing Authority until such amount (together with such interest) is repaid to the Company (or deducted from a Distribution to such Member). Each Member’s reimbursement obligation under this Section 13.4 shall remain a personal liability of such Member and shall continue after such Member Transfers its Units or after a withdrawal by such Member from the Company and shall survive the termination, dissolution, liquidation, and winding up of the Company and the Company shall be treated as continuing in interest for purposes of this Section 13.4. Each Member agrees to furnish the Company with any representations, forms, certificates or other information as shall be reasonably requested by the Company to assist the Company in determining the extent of, or in fulfilling or complying with, any withholding, reporting or compliance obligations the Company may have. Each Member agrees to indemnify and hold harmless the Company, each officer, each Manager, the other Members, and any other Person who is or is deemed to be the responsible withholding agent for federal, state, local or foreign income tax purposes, from and against any liability with respect to taxes, interest and penalties which may be asserted by reason of the failure to deduct and withhold tax on amounts distributable to such Member.

## **ARTICLE 14 WITHDRAWALS; ACTION FOR PARTITION**

14.1 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition, file a bill for Company accounting or appraisal of the Company or of any of its assets or properties or, subject to the terms of Section 9.3, cause the sale of any Company property; and, notwithstanding any provisions of applicable law to the contrary, each Member (and each of such Member’s legal representatives, successors, or assigns) hereby



irrevocably waives any and all rights it may have to maintain any action for partition or to compel any sale with respect to such Member's Units, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

14.2 Covenant Not to Withdraw or Dissolve. Notwithstanding any provision of the Act, but except as otherwise provided in this Agreement, each Member hereby covenants and agrees that such Member has entered into this Agreement based on its mutual expectation that all Members will continue as Members and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, each Member hereby covenants and agrees not to (a) withdraw or attempt to withdraw from the Company (other than upon the permitted Transfer of all of its Units, so long as such withdrawal does not result in a dissolution of the Company), (b) exercise any power under the Act to dissolve the Company, (c) petition for judicial dissolution of the Company, or (d) demand a return of such Member's contributions to capital of the Company (or a bond or other security for the return of such contributions). Anything herein to the contrary notwithstanding, no Member shall be entitled to abandon or surrender such Member's Units or other Interests.

## **ARTICLE 15 DISSOLUTION AND LIQUIDATION**

15.1 Events Causing Dissolution. The Company shall be dissolved only upon the occurrence of any of the following events:

- (a) notwithstanding anything in Section 18-801(a)(3) of the Act to the contrary, the affirmative vote or written consent of the Board and the Majority Members;
- (b) the entry of a final decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act.

Except as otherwise set forth in this Section 15.1, the Company is intended to have perpetual existence. To the fullest extent permitted by law, any death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member (or the occurrence of any other event that terminates the continued membership of a Member in the Company) shall not, in and of itself, cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

15.2 Liquidation and Winding Up. If the Company is dissolved pursuant to Section 15.1, the Company shall be liquidated and the Managers (or other Person or Persons designated by the Board or by a decree of court) shall wind up the affairs of the Company. The Managers or other Persons winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and, in settling the accounts of the Company, the assets and the property of the Company shall be distributed in the following order of priority:

(a) First, to the payment of (or establishing reserves to pay) all debts and liabilities of the Company (including any debts or liabilities owed to any Member) in the order of priority as provided by law; and

(b) The balance, if any, to the Members in accordance with Section 13.1(a).

Any non-cash asset will first be written up or down to its gross Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with the provisions of Article 12.

15.3 No Deficit Restoration Obligation. If any Member has a deficit balance in its Capital Account (after giving effect to all Capital Contributions, distributions and allocations for all fiscal periods including the fiscal period during which the liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

## **ARTICLE 16 AMENDMENTS**

### 16.1 Amendments.

(a) Any term, condition or provision of this Agreement may be amended, modified or waived from time to time if, and only if, such amendment, modification or waiver is in writing and signed, (x) in the case of an amendment or modification, by the Company and the Majority Members at the time of such amendment or modification, or (y) in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing sentence, in addition to the affirmative vote or written consent of the Company and the Majority Members, no amendment or modification of any term, condition or provision of this Agreement shall be made (whether by merger, consolidation or reorganization of the Company, except in connection with a Sale Transaction) relating to:

(i) Sections 6.18, 6.19, 9.1, 9.3, 9.4, 9.5, 9.6 or 9.7, clause (c) of Section 19.12, Article 17, Schedule A attached hereto or the definition of “Super-Majority Members” (including any of the defined terms used in any such Section, clause, Article, Schedule or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of the Super-Majority Members;

(ii) Sections 6.1, 6.2(a), 6.2(b), 6.2(c), 6.2(d), 6.2(e), 6.2(f), 6.12 or 6.14, the penultimate sentence of Section 6.15 or the definition of “Specified Members” (including any of the defined terms used in any such Section, sentence or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of (A) each Designating Group and (B) the Specified Members;

(iii) Section 8.5, clause (a) of Section 19.12 or the definitions of “Designating Group”, “Designating Members”, “Designation Right” or “Holder

Managers” (including any of the defined terms used in any such Section, clause or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of each Designating Group;

(iv) Section 6.20, clause (d) of Section 19.12 or the definitions of “Observer Member” or “Major Member” (including any of the defined terms used in any such Section, clause or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of each Major Member;

(v) the proviso in the first sentence of Section 6.8 or the definition of “Golub Members” (including any of the defined terms used in such proviso or definition, solely to the extent such defined terms are used therein), in either such case, without the affirmative vote or written consent of the Golub Members;

(vi) the definition of “LCM Members” (including any of the defined terms used in such definition, solely to the extent such defined terms are used therein) without the affirmative vote or written consent of the LCM Members;

(vii) the definitions of “Majority Specified Members” or “Specified Members” (including any of the defined terms used in any such definition, solely to the extent such defined terms are used therein), in either such case, without the affirmative vote or written consent of the Specified Members;

(viii) Section 16.1(b)(i) (including any of the defined terms used in any such Section, solely to the extent such defined terms are used therein) without the affirmative vote or written consent of each Member that owns or holds Class A Units;

(ix) Section 6.19 or Schedule A attached hereto (including any of the defined terms used in any such Section or Schedule, solely to the extent such defined terms are used therein), in any such case, without Required Manager Approval; or

(x) any of clauses (i)-(ix) of this Section 16.1(a) without the prior written consent of the specific Member or Members, and/or the Member or Members that own or hold the requisite percentage of the Units, as applicable, that would be required to amend the underlying provision or definition of this Agreement to which such amendment or modification relates; provided, however, that no amendment or modification of this Section 16.1(a)(x) shall be made without the affirmative vote or written consent of each Member that owns or holds Class A Units.

(b) Anything in this Agreement to the contrary notwithstanding, (i) subject to clause (ii) of this Section 16.1(b), no amendment, modification or waiver of any provision of this Agreement (whether by merger, consolidation or reorganization of the Company, except in connection with a Sale Transaction) that would materially and adversely affect the rights or materially increase the obligations of any Member that owns

or holds Units of any particular series or class (in its capacity as an owner or holder of Units of such series or class) set forth in this Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Members that own or hold a majority of the issued and outstanding Units of such series or class (in their capacity as owners or holders of Units of such series or class) (without regard to any effect resulting from (A) the individual circumstances of any such Member, or (B) the differences in the respective percentages of ownership of Units of the Members) shall be made without the affirmative vote or written consent of such affected Member; provided, however, that, for the avoidance of doubt, neither the authorization or creation of a new class or series of Units or other equity or equity-based securities of the Company, nor the issuance of any additional Units or any other equity or equity-based securities of the Company, in each case in accordance with Section 9.6, shall be deemed to adversely affect the rights or obligations of any Member, and, (ii) the Board is hereby authorized and empowered, acting alone and without further vote or action of any of the Members or any other Person, to amend or modify this Agreement (A) as provided in Section 5.2(b) hereof and (B) as may be required to give effect to the terms of a Management Incentive Plan or any Award Agreement, and each Member shall be deemed to have executed any such amendment to, or amendment and restatement of, this Agreement; provided, however, that if any such amendment or modification would otherwise require any vote or consent pursuant to any of clauses (i)-(x) of Section 16.1(a) (other than immaterial amendments or modifications), then such vote or consent shall be obtained as a condition to any such amendment or modification.

(c) Anything in this Section 16.1 or elsewhere in this Agreement to the contrary notwithstanding, the holders of Class B Units (in their capacity as such) shall have no right to vote on, or right to consent to, any amendment, modification or waiver of or to this Agreement.

## ARTICLE 17 INFORMATION RIGHTS

17.1 Information Rights. Subject to the obligations of the Members under Article 20, the Company shall make available to each Member (other than Members that are Competitors or that own or hold Class B Units) the following information:

(a) within [ $\bullet$  ( $\bullet$ )]<sup>1</sup> after the end of each Fiscal Year of the Company, copies of the audited consolidated financial statements of the Company and its Subsidiaries for such Fiscal Year, including a consolidated balance sheet and consolidated statements of income or operations, members' equity and cash flows for such Fiscal Year, prepared in accordance with GAAP, together with the auditors' report on such audited consolidated financial statements; and

(b) within [ $\bullet$  ( $\bullet$ )]<sup>2</sup> after the end of each Fiscal Quarter in each of the Company's first three (3) Fiscal Quarters in each Fiscal Year of the Company, copies of

<sup>1</sup> **Note to Draft:** To be consistent with delivery times under the credit documents.

<sup>2</sup> **Note to Draft:** To be consistent with delivery times under the credit documents.

the unaudited consolidated financial statements of the Company and its Subsidiaries for such Fiscal Quarter, including a consolidated balance sheet and consolidated statements of income or operations and cash flows for such Fiscal Quarter, prepared in accordance with GAAP, subject to the absence of footnotes and to year-end adjustments;

provided, however, that if the Company does not produce consolidated financial statements required by this Section 17.1 at the Company level, but consolidated financial statements are produced at the level of one of its Subsidiaries that cover substantially the same information that would have been covered by consolidated financial statements of the Company and its Subsidiaries, then, in lieu of making available such consolidated financial statements of the Company and its Subsidiaries, the Company shall make available to each Member that owns or holds Units (other than Members that are Competitors or that own or hold Class B Units) the consolidated financial statements of its applicable Subsidiary, on the terms set forth in this Section 17.1.

17.2 Delivery of Information. The Company shall make available the information described in Section 17.1, within the specified time periods, on a password-protected website that is only available to the Members (other than Members that are Competitors or that own or hold Class B Units) and any actual or prospective Transferees of Units (other than actual or prospective Transferees of Class B Units). The Company shall provide any password or other login information to the Members (other than Members that are Competitors or that own or hold Class B Units) and, upon request of any Member, any actual or prospective Transferees of Units (other than actual or prospective Transferees of Class B Units) so that any such Person shall be able to access such website.

As a condition to gaining access to the information posted on such website, each Person may be required to (a) “click through” certain confidentiality provisions or take other affirmative action pursuant to which such Person shall acknowledge its confidentiality obligations in respect of such information, and (b) in the case of any Person that is a Member, (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, this Agreement, and (ii) certify its status as a Member that holds Class A Units.

17.3 Termination of Information Rights. The requirements of this Article 17 shall cease to apply at such time as the Company becomes obligated to file reports under Section 13 or Section 15(d) of the Exchange Act or as a voluntary filer pursuant to contractual obligations (so long as the Company makes such filings). Nothing in this Agreement shall require, or shall be deemed or construed to require, the Company to file reports under Section 13 or Section 15(d) of the Exchange Act.

## **ARTICLE 18 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS**

18.1 Representations and Warranties of the Members. Each Member (including each Person, if any, admitted as a Member after the Effective Date) hereby represents, warrants and acknowledges to the Company and to each other Member on the Effective Date (or the date on which such Member executes and delivers a Joinder Agreement) as follows:

(a) Such Member (if such Member is an Entity) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and has all requisite power and authority to conduct its business as it is now being conducted and as proposed to be conducted.

(b) Such Member has the full power, authority and legal right to execute, deliver and perform this Agreement, and, if such Member is an Entity, the execution, delivery and performance by such Member of this Agreement have been duly authorized by all necessary action of such Member. This Agreement constitutes such Member's legal, valid and binding obligation, enforceable against it in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally and the effect and application of general principles of equity and the availability of equitable remedies).

(c) Such Member is not subject to, or obligated under, any provision of (i) its organizational documents (if such Member is an Entity), (ii) any agreement, contract, arrangement or understanding, (iii) any license, franchise or permit, or (iv) any law, regulation, order, judgment or decree, in any such case that would be breached or violated, or in respect of which a right of termination or acceleration or any Lien on any of such Member's assets (including its Units) would be created, by such Member's execution, delivery and/or performance of this Agreement or the consummation of the transactions contemplated hereby.

(d) No authorization, consent or approval of, waiver or exemption by, or filing or registration with, any Governmental Authority or any other Person is necessary on such Member's part for such Member's execution, delivery and/or performance of this Agreement or the consummation of the transactions contemplated hereby, in any such case that has not previously been obtained by such Member.

(e) No Person has or will have, as a result of any act or omission by such Member, any right, interest or valid claim against the Company or any other Member for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with any of the transactions contemplated by this Agreement.

(f) Neither such Member nor any of its Affiliates (other than Related Funds) is, nor will the Company as a result of such Member holding an Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act.

(g) If such Member is a partnership, a limited liability company treated as a partnership for U.S. federal income tax purposes, a grantor trust (within the meaning of Code Sections 671-679) or an S corporation (within the meaning of Code Section 1361) (each, a "flow-through entity"), then either: (i) no Person will own, directly or indirectly through one or more flow-through entities, an interest in such Member such that more than fifty percent (50.0%) of the value of such Person's interest in such Member is attributable to the Member's investment in the Company; or (ii) if one or more Persons

will own, directly or indirectly through one or more flow-through entities, an interest in such Member such that more than fifty percent (50.0%) of the value of any such Person's interest in such Member is attributable to such Member's investment in the Company, neither such Member nor any such Person has or had any intent or purpose to cause such Person to invest in the Company indirectly through such Member in order to enable the Company to qualify for the private placement safe harbor under Treasury Regulations Section 1.7704-1(h).

(h) Except as expressly set forth in this Agreement, neither the Company, any Manager, any Observer nor any other Member shall have any duty or responsibility to provide such Member with any documents, materials or other information concerning the business, operations, assets, properties, financial and other conditions, or prospects of the Company or any of its Subsidiaries which may come into the possession of the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, employees, agents, other representatives or Affiliates.

(i) Except as expressly set forth in this Section 18.1, neither the Company, any Manager, any Observer, any other Member nor any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates has made any representations or warranties to such Member regarding the business, assets, operations, properties, financial and other conditions, or prospects of the Company or any of its Subsidiaries, or otherwise, and no act by the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates hereinafter taken, including any review of the affairs of the Company or any of its Subsidiaries, shall be deemed to constitute any such representation or warranty by the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates.

(j) The Units acquired by such Member have been, or are being, acquired by such Member for its own account and not with a view to the sale or distribution of any part thereof (or any fractional or beneficial interest therein), and such Member has no present intention of selling, granting any participation in, or otherwise distributing any of the Units (or any fractional or beneficial interest therein). Such Member does not have any contract, agreement or understanding with any Person to sell or Transfer any of the Units (or any fractional or beneficial interest therein), or grant any participation in any of the Units (or any fractional or beneficial interest therein), to such Person.

(k) (i) Such Member must bear the economic risk of such Member's investment in the Units acquired by such Member indefinitely unless the disposition of such Units is registered or qualified under the Securities Act and applicable state securities laws or an exemption from such registration or qualification is available, and that the Company has no obligation or intention of so registering or qualifying such Units, (ii) there is no assurance that any exemption from the Securities Act or applicable state securities laws will be available, or, if available, that such exemption will allow such Member to dispose of or otherwise Transfer any or all of such Member's Units in the amounts or at the times such Member might desire and (iii) the Company is not

presently under any obligation to register the Units under Section 12 of the Exchange Act or to make publicly available the information specified in Rule 144 under the Securities Act and that it may never be required to do so.

(l) Such Member: (i) is an Accredited Investor, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Units acquired by such Member, (iii) has received all of the information about the Company and its Subsidiaries that it has requested and considers necessary or appropriate for deciding whether to acquire the Units acquired by such Member, (iv) is acquiring Units based upon such Member's own investigation, and the exercise by such Member of such Member's rights and the performance of such Member's obligations under this Agreement will be based upon such Member's own investigation, analysis and expertise, (v) has the ability to bear the economic risks inherent in its investment of the Units acquired by such Member, (vi) is able, without materially impairing its financial condition, to hold the Units acquired by such Member for an indefinite period of time and to suffer a complete loss of its investment, and (vii) understands and has fully considered for purposes of its investment in the Units acquired by such Member the risks of this investment and understands that: (A) the Units represent an extremely speculative investment that involves a high degree of risk of loss, (B) it may not be possible for such Member to liquidate its investment in any of the Units because of substantial restrictions on the transferability of the Units, (C) no public market exists for the Units, and no representation has been made to such Member that any such public market will exist in the future, and (D) there have been no representations as to the possible future value, if any, of any of the Units.

18.2 Survival of Representations and Warranties. Each of the representations, warranties and acknowledgements of each Member in Section 18.1 shall survive the Effective Date (or the date on which such Member executes and delivers a Joinder Agreement).

## **ARTICLE 19 MISCELLANEOUS**

19.1 Entire Agreement. This Agreement (including the exhibits and schedules to this Agreement) amends and restates the Initial LLC Agreement in its entirety and contains the entire understanding among the Members and the Company with respect to the subject matter of this Agreement and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter of this Agreement among the Members and the Company.

19.2 Counterparts. For the convenience of the parties hereto, this Agreement may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of this Agreement by portable document format (PDF) or other electronic transmission will be effective as delivery of a manually executed counterpart of this Agreement.

19.3 Severability. In the event that any provision hereof would be invalid or unenforceable in any respect under applicable law, such provision shall be construed by



modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

19.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

19.5 Notices. All notices, requests, waivers, document deliveries and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been effectively given, sent, provided, delivered or received (a) when personally delivered to the party to be notified, (b) when sent by electronic mail (“e-mail”) to the party to be notified, (c) three (3) Business Days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified, or (d) one (1) Business Day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-Business Day delivery guaranteed, in each case as follows: (i) in the case of any Member, to such Member at its address or e-mail address set forth in the Register of Members and (ii) in the case of the Company, to the Company at the Principal Office, Attention: [●] ([●]) (or to another officer of the Company that is required to be provided with such notice, request, waiver, document or other communication pursuant to the terms of this Agreement). A party may change its address or e-mail address for purposes of notice hereunder by (x) in the case of the Company, giving notice of such change to all of the Members in the manner provided in this Section 19.5 and (y) in the case of any Member, giving notice of such change to the Company in the manner provided in this Section 19.5.

19.6 Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

**19.7 GOVERNING LAW; CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICTS OF LAW DOCTRINE. EACH OF THE COMPANY AND EACH MEMBER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DELAWARE COURT OF CHANCERY AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (UNLESS THE DELAWARE COURT OF CHANCERY SHALL DECLINE TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, IN WHICH CASE, OF ANY DELAWARE STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE), AND ANY JUDICIAL PROCEEDING BROUGHT AGAINST THE COMPANY OR ANY MEMBER WITH RESPECT TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR ANY MATTER RELATED HERETO SHALL BE BROUGHT ONLY IN SUCH COURTS. EACH OF THE COMPANY AND EACH MEMBER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN**

**SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE COMPANY AND EACH MEMBER HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUCH PROCEEDING BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADDRESS SPECIFIED IN SECTION 19.5, OR IN ANY OTHER MANNER PERMITTED BY LAW. EACH OF THE COMPANY AND EACH MEMBER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH PROCEEDING.**

19.8 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and its legal representatives, heirs, administrators, executors, successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other Person other than (x) the Covered Persons (solely with respect to Sections 8.1 and 8.2), (y) the Identified Persons (solely with respect to Section 8.5), and (z) to the extent not already a party hereto, each Affiliate of any of the Members for purposes of Section 8.6.

19.9 Binding Effect. By virtue of the Plan of Reorganization and the order of the Bankruptcy Court that confirmed the Plan of Reorganization, on the Effective Date, without any further action on the part of, or notice to, any Person, each of the Persons that received Class A Units under, or as contemplated by, the Plan of Reorganization on or as of the Effective Date became a party to this Agreement as a “Member” hereunder, became fully bound by, and subject to, all of the covenants, terms, conditions and provisions of this Agreement as a “Member” party hereto, and is deemed to have signed this Agreement. This Agreement shall apply to, and be binding upon, all holders of Units and Interests, whether or not such holder has executed a counterpart of this Agreement or a Joinder Agreement, and shall also apply to all Units and Interests no matter when acquired, and by acceptance of Units or Interests each holder agrees to be so bound. This Agreement shall become effective on the Effective Date.

19.10 Additional Actions and Documents. The parties agree to execute and deliver any further instruments and perform any additional acts that are or may become reasonably necessary to carry on the Company or to effectuate its purposes.

19.11 Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties to this Agreement fail to comply with any of the obligations imposed on them by this Agreement and that in the event of any such failure, a non-breaching party hereto will be irreparably damaged and will not have an adequate remedy at law. Any such non-breaching party shall, therefore, be entitled to injunctive relief, specific performance or other equitable remedies to enforce such obligations, this being in addition to any other remedy to which such Person is entitled at law or in equity. Each of the parties hereto hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies. Each of the parties hereto hereby agrees not to assert that specific performance, injunctive relief and other equitable remedies are unenforceable, violate public policy, invalid, contrary to law or inequitable for any reason. The right of specific

performance, injunctive relief and other equitable remedies is an integral part of the transactions contemplated by this Agreement.

19.12 Assignment. No rights, interests or obligations of any Member herein may be assigned without the prior approval of the Board and the Majority Members, except assignments to Transferees of Units in connection with Transfers of Units that strictly comply with Article 9; provided, however, that (a) the Designation Right of a Designating Group shall not be assignable except as set forth in Section 6.2(e), (b) the rights of each Observer Member under Section 6.20 shall not be assignable, (c) the rights of each Preemptive Member under Section 9.6 shall not be assignable except to any Person that is an Affiliate of such Preemptive Member and an Accredited Investor at the time of such assignment (and any such assignment may be made in connection with, or not in connection with, a Transfer of Units to such Person); provided, that the assignment of such rights under Section 9.6 to any such Person that is not then a Member shall only be permitted if the conditions set forth in Section 4.2(b) are satisfied in connection with the related purchase of Additional Securities by such Person, and (d) the rights of each ROFO Member under Section 9.7 shall not be assignable except to any Person that is an Affiliate of such ROFO Member and an Accredited Investor at the time of such assignment (and any such assignment may be made in connection with, or not in connection with, a Transfer of Units to such Person); provided, that the assignment of such rights under Section 9.7 to any such Person that is not then a Member shall only be permitted if the conditions set forth in Section 9.1(a) are satisfied in connection with the related purchase of Offered Units by such Person.

19.13 Redaction. Anything herein to the contrary notwithstanding, any copy of the Register of Members that is provided to a Member that holds Class B Units shall be redacted to remove all information relating to each other Member, including the class or series and number of Units held by each other Member (and, if applicable, any hurdles, participation thresholds, vesting schedules, forfeiture provisions or other terms and conditions applicable thereto) and each other Member's Capital Contributions and contact information, and Members that hold Class B Units shall not be entitled to such information.

19.14 Spousal Consent. Unless waived by the Company, each married Member, and each Member who, subsequent to the Effective Date, marries or remarries, will concurrently with his or her execution hereof, or the consummation of such marriage, as applicable, deliver to the Company the written consent of his or her spouse in a form that is acceptable to the Company in its sole discretion; provided, however, that the failure of any such Member to do so will not affect the validity or enforceability of this Agreement.

19.15 Financial Crimes Matters. The Company shall conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

19.16 Termination. This Agreement shall terminate automatically upon the occurrence of an IPO and, to the extent applicable, (a) the entry into of a stockholders agreement pursuant to, and as described in, Section 21.2 by the Reorganized Issuer and the Members, and/or (b) the entry into of registration rights agreement pursuant to, and as described in, Section 21.3 by the Company or the Reorganized Issuer, as applicable, and the Members; provided, however, that (i) any liability of any current or former Member for any breach of this Agreement prior to such termination shall survive any such termination, and (ii) the terms and provisions of the following

Sections and Articles of this Agreement shall survive any such termination: Section 4.4(b), Section 4.5, Article 8 (other than Section 8.7), Section 11.3, Section 11.7, Section 15.3, Section 19.7, Article 20 and Article 21.

## **ARTICLE 20 CONFIDENTIALITY**

20.1 Confidentiality. Each Member hereby agrees that, during the period commencing on the Effective Date (or, with respect to any Member that becomes a party hereto after the Effective Date, the date any such Member executes and delivers a Joinder Agreement) and ending on the second anniversary of the date on which such Member no longer beneficially owns or holds any Units (such period, the “Confidentiality Period”), such Member will keep strictly confidential and will not disclose or divulge to any other Person (other than as permitted by Section 20.2) any (x) confidential, business, financial or proprietary information regarding the Company or any of its Subsidiaries, or any confidential, business, financial or proprietary information regarding the business or affairs of any other Member in respect of the Company or any of its Subsidiaries (in any such case, whether in written, oral or electronic form), that is obtained by, or on behalf of, such Member from the Company or any of its Subsidiaries (including, for all purposes of this Article 20, any such information obtained by such Member from any Manager or Observer), from the Company’s or any such Subsidiary’s legal or financial advisors or any other agents or advisors engaged by the Company or any of its Subsidiaries, from any other Member, or through the ownership of Interests and (y) notes, analyses, compilations, studies, interpretations or other documents prepared by such Member or any of its Representatives which contain, reflect or are based upon the information referred to in clause (x) above (collectively, “Confidential Information”). Confidential Information shall not include information which (A) is known or becomes known to the public in general (other than as a result of a breach of this Section 20.1 by a Member or any of its Representatives), (B) is or becomes available to a Member on a non-confidential basis from a source other than the Company, any other Member or any of their respective Affiliates or Representatives (provided, that such Member is not aware that such source is under an obligation to keep such information confidential) prior to such information being provided to such Member by (or obtained from) the Company or any of its Subsidiaries, any other Member or any of their respective Affiliates or Representatives or (C) is independently developed by such Member or its Representatives without reference to the Confidential Information.

### 20.2 Permitted Disclosure of Confidential Information.

(a) Notwithstanding Section 20.1, Confidential Information may be disclosed as follows:

(i) Confidential Information may be provided by a Member, on a confidential basis, to such Member’s Affiliates and the respective managers, officers, directors, employees, partners, investors, members, representatives, attorneys, accountants, auditors, trustees, insurers, other professional advisors and financing sources of such Member and such Member’s Affiliates (collectively, “Representatives”), to the extent reasonably necessary in connection with such Member’s investment in the Company; provided, however, that such Member

shall direct its Representatives to comply with the restrictions in this Article 20 as if such Representatives were a party hereto and bound by such restrictions, and such Member shall be responsible for ensuring that its Representatives comply with such restrictions and shall be responsible and liable for any breach of any such restrictions by any of its Representatives.

(ii) Confidential Information may be provided by a Member, on a confidential basis, to an actual or potential Transferee of all or a portion of the Units owned or held by such Member, to the extent reasonably necessary to consummate a sale or other Transfer of such Units permitted under this Agreement; provided, however, that (x) prior to such Member's delivery of Confidential Information to an actual or potential Transferee of Units pursuant to this clause (ii), such actual or potential Transferee shall have executed and delivered to such Member and the Company a Transferee confidentiality agreement substantially in the form attached hereto as Exhibit C, and (y) in no event shall Confidential Information be provided to any Competitor.

(iii) Confidential Information constituting Counterparty Excluded Information may be provided by (x) an Offering Member to a ROFO Member pursuant to Section 9.7(b) and (y) a Counterparty to another Member pursuant to Section 9.8.

(iv) In the event that a Member or any of its Representatives determines, in good faith upon the advice of counsel (including internal counsel), that disclosure of Confidential Information is required under applicable law or regulation, or by any Governmental Authority having jurisdiction over such Member or such Representative, such Member or such Representative will (x) use commercially reasonable efforts to preserve the confidentiality of the Confidential Information sought to be disclosed; and (y) to the extent legally permitted, promptly provide the Company with written notice so that the Company may seek (at the Company's expense) an appropriate protective order or other remedy and/or waive compliance with this Agreement and, if requested by the Company, assist the Company (at the Company's expense) to seek such a protective order or other remedy. Provided that such notice (to the extent legally permitted) is furnished, if, in the absence of a protective order or other remedy, such Member or any applicable Representative is, in the opinion of its counsel, legally compelled to disclose Confidential Information or else be held liable for contempt or suffer other censure or penalty, such Member or such Representative may disclose pursuant to this Section 20.2(a)(iv) only that portion of such Confidential Information, and only to those parties, that such counsel has advised is compelled or required to be disclosed, without liability under this Agreement. In addition, any Member and any applicable Representative shall be entitled to share Confidential Information with Governmental Authorities in connection with routine regulatory audits and examinations that are conducted by such Governmental Authorities of such Member or any of its Affiliates, in each case, without providing the Company with notice of such sharing or disclosure.

(v) With the prior consent of the Company, any Member may provide Confidential Information of the Company (but not Confidential Information of any other Member in respect of the Company or any of its Subsidiaries) to any Person in connection with a potential Sale Transaction with such Person; provided that such Person has an obligation to the Company to keep such Confidential Information confidential.

(vi) Any Member that is an employee, consultant or other service provider of the Company or any of its Subsidiaries may disclose Confidential Information in the performance of such employment duties or services to the extent authorized by the Company's policies in respect thereof.

(b) Termination. All the rights and obligations of a Member set forth in this Article 20 shall terminate automatically upon the expiration of the Confidentiality Period applicable to such Member; provided, however, that no such termination shall relieve any Member from any liability relating to any breach of this Article 20.

## ARTICLE 21 IPO

21.1 IPO Approval. The Company shall not initiate or undertake an IPO or effect a Corporate Conversion in connection therewith without prior Required Manager Approval and the prior approval or written consent of the Board and the Majority Members. The parties hereto agree that any IPO may be effected at the Company level or at a Subsidiary of the Company or by or through a successor Entity, and that in the event of a planned IPO, the Company shall convert all (or the appropriate portion) of the Units then held by any Members into an economically equivalent number of shares of the common stock of the Company or its applicable Subsidiary or successor Entity effecting such IPO. If an IPO has been approved in accordance with this Section 21.1 and Section 6.19, each Member hereby consents to such IPO and shall vote for (to the extent it has any voting right) and raise no objections against such IPO, and each Member shall take all reasonable actions in connection with the consummation of such IPO as requested by the Company; provided, that no Member shall be required to agree to any lock-up or other restrictions on the conversion of Units in connection with an IPO unless a substantial portion of the Members are required to agree to such lock-up or other restrictions.

21.2 Required Actions. In connection with an IPO, subject to the requisite approval set forth in Section 21.1, the Board may either (a) cause the Company to contribute all or substantially all of its assets to a corporation in a transaction qualified under Code Section 351(a), and thereupon liquidate and dissolve the Company, (b) elect to have all Members contribute their Units to a corporation, in a transaction qualifying under Code Section 351(a), as long as the Fair Market Value of the shares of the corporation received by all Members, as determined by the Board, is equal to the Fair Market Value of the Units Transferred, as reasonably determined by the Board, (c) cause the Company to distribute some or all of the shares of capital stock of one or more Subsidiaries of the Company to the Members, (d) cause the Company to transfer its assets, liabilities and operations to a corporation in exchange for any combination of cash, debt or capital stock in such corporation, (e) cause a corporation to be admitted as a Member of the Company, with such corporation purchasing interests in the

Company from the Company or Members (as determined by the Board) with the proceeds of a public offering of the corporation's stock, or (f) otherwise cause the Company to convert into a corporation, by way of merger, consolidation or otherwise. Each Member hereby consents to such actions and shall vote for (to the extent it has any voting right) and raise no objections against such actions, and each Member shall, at the request of the Board, take all actions reasonably necessary or desirable to effect such actions (including whether by conversion into a corporation, merger or consolidation into a corporation, recapitalization or reorganization, sale of securities, or otherwise), giving effect to the same economic (other than any tax effects resulting therefrom), voting and corporate governance provisions contained herein (any such transaction contemplated by this Section 21.2, a "Corporate Conversion"). In connection with such Corporate Conversion, at the request of the Board, each Member hereby agrees to enter into a stockholders agreement (or equivalent) with the corporate successor (the "Reorganized Issuer") and each other Member which contains restrictions on the Transfer of such capital stock and other provisions (including with respect to the governance and control of such Reorganized Issuer) in form and substance (including with respect to the termination thereof) similar to the provisions and restrictions set forth herein to the extent reasonably requested by the Board.

21.3 Registration Rights Agreement. In connection with (but prior to the consummation of) an IPO, the Company or any Reorganized Issuer, as applicable, shall enter into a registration rights agreement with, or for the benefit of, each of the Significant Members, in form and substance reasonably satisfactory to the Majority Members, with respect to the registration of its common equity securities ("Company Securities") following the consummation of an IPO; provided, that such registration rights agreement shall provide that (a) any Significant Member or group of Significant Members party to such registration rights agreement (any such holder, a "Registered Holder") that own or hold at least ten percent (10.0%) of all of the Company Securities that are issued and outstanding at the time of any such request may request that the Company or such Reorganized Issuer, as applicable, effect the registration under the Securities Act of a specified number of Company Securities held by such Registered Holder(s), provided, that, subject to certain exceptions, the Company or such Reorganized Issuer, as applicable, will not be required to effect any such demand right more than three times, and (b) the Registered Holders shall be entitled to reasonable and customary piggyback registration rights.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the undersigned are a party to, bound by and subject to, and shall be deemed to have signed this Agreement as of the Effective Date.

**COMPANY:**

[•]

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Amended & Restated LLC Agreement]*



## Schedule A

### Actions Requiring Required Manager Approval and Approval of the Board and the Majority Members

1. Distributions or dividends made by the Company or any of its Subsidiaries to Members that own or hold Class A Units that are not made to such Members (a) on a *pro rata* basis (based on the number of Class A Units owned or held by such Members immediately prior to any such distribution or dividend), except as provided or contemplated by Section 13.1(b) or Section 13.4, or (b) in the same form.
2. Repurchases or redemptions of Class A Units made by the Company or any of its Subsidiaries that are not made (a) on a *pro rata* basis (based on the number of Class A Units owned or held by all Members immediately prior to any such repurchase or redemption), or (b) in the same form of consideration.
3. Transfer the Company to, or domesticate or continue the Company in, any jurisdiction other than the State of Delaware.
4. Consummate any IPO.
5. List any securities on any securities exchange, or register any securities with the SEC.
6. Convert the Company or any of its Subsidiaries to a corporation, a statutory trust, a business trust, an association, a real estate investment trust, a common-law trust or any other incorporated or unincorporated business or entity or make any change in the Company's or any of its Subsidiaries' entity classification for U.S. federal income tax purposes.
7. Any of the following: (a) merge with, or consolidate into, another Entity, regardless of whether the Company or the applicable Subsidiary is the survivor, (b) sell, lease or exchange all or substantially all of its property and assets, including its goodwill, or (c) consummate any Sale Transaction, in any such case, other than (i) any such transaction that is consummated as an internal restructuring transaction (including the dissolution or merger of any immaterial or dormant Subsidiary of the Company) or that is consummated as part of a financing transaction, in any such case that is not material to the businesses or operations of the Company and its Subsidiaries, taken as a whole, and (ii) a Drag-Along Transaction in which the Selling Members have exercised their rights under Section 9.3.

**Schedule B**

**Officers**

| <b><u>Name</u></b> | <b><u>Title</u></b> |
|--------------------|---------------------|
| [•]                | [•]                 |
| [•]                | [•]                 |
| [•]                | [•]                 |

**Exhibit A**

**FORM OF ACCREDITED INVESTOR QUESTIONNAIRE**

Reference is hereby made to that certain Amended and Restated Limited Liability Company Agreement of [●] (the “Company”), dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “LLC Agreement”), by and among the Company and the members of the Company from time to time party thereto. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the LLC Agreement.

This Accredited Investor Questionnaire is being completed, executed and delivered by the undersigned pursuant to (a) Section 4.2(b) of the LLC Agreement in connection with the issuance of Units to the undersigned, (b) Section 4.6 of the LLC Agreement as required by, or in response to a request made by the Company to the undersigned pursuant to, Section 4.6 of the LLC Agreement, or (c) Section 9.1(c) of the LLC Agreement in connection with a Transfer of Units to the undersigned.

For purposes of this Accredited Investor Questionnaire, the term “Accredited Investor” (pursuant to clause (a) of Rule 501 promulgated under the Securities Act) means any Person who comes within any of the following categories:

- (1) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

- (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds \$1,000,000 (provided, for purposes of calculating net worth under this paragraph (5), that (A) the person's primary residence shall not be included as an asset, (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability) and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability);
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- (8) Any entity in which all of the equity owners are Accredited Investors;
- (9) Any entity, of a type not listed in paragraph (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;
- (11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

- (12) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and
- (13) Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (12) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii) above.

The undersigned hereby certifies to the Company that, as of the date of this Accredited Investor Questionnaire, the undersigned is an Accredited Investor under the following category set forth above (*e.g.*, (1) through (13) of the definition of “Accredited Investor” above):

\_\_\_\_\_.

[Remainder of Page Intentionally Left Blank]



**Exhibit B**

**FORM OF JOINDER AGREEMENT**

This Joinder Agreement (this “Joinder Agreement”), dated as of [●], is executed by the undersigned pursuant to the terms of the Amended and Restated Limited Liability Company Agreement of [●] (the “Company”), dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “LLC Agreement”), by and among the Company and the members of the Company from time to time party thereto. Capitalized terms used herein but not defined herein have the meanings ascribed to such terms in the LLC Agreement.

- (1) Acknowledgements. The undersigned hereby acknowledges and agrees that (a) it has received and reviewed a complete copy of the LLC Agreement, (b) by executing and delivering this Joinder Agreement, it is agreeing to become a party to the LLC Agreement as a “Member” thereunder and shall be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the LLC Agreement as a “Member” party thereto, (c) it has had sufficient time to consider the LLC Agreement and to consult with an attorney if it wished to do so, or to consult with any other Person of its choosing, before signing this Joinder Agreement and (d) it has willingly executed and delivered this Joinder Agreement with full understanding of the legal and financial consequences of this Joinder Agreement and the LLC Agreement.
- (2) Agreements. The undersigned hereby agrees that, upon execution and delivery to the Company of this Joinder Agreement, the undersigned (a) shall become a party to the LLC Agreement as a “Member” thereunder and shall be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the LLC Agreement as a “Member” party thereto, and (ii) makes the representations, warranties and acknowledgments set forth in Section 18.1 of the LLC Agreement to the Company and to each other Member as of the date of this Joinder Agreement.
- (3) Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law doctrine.
- (4) Counterparts. This Joinder Agreement may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of this Joinder Agreement by portable document format (PDF) or other electronic transmission will be effective as delivery of a manually executed counterpart of this Joinder Agreement.
- (5) Headings. The headings of the various sections of this Joinder Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Joinder Agreement.
- (6) Register of Members. For purposes of the Register of Members, the undersigned’s address and e-mail address are as follows:

Exhibit B

Address:

E-mail Address:

[ ]

Date:

\_\_\_\_\_

By:

Title:



**Exhibit C**

**FORM OF TRANSFEREE CONFIDENTIALITY AGREEMENT**

[NAME OF POTENTIAL TRANSFEREE]  
[ADDRESS]

Attention:

Re: Confidentiality Agreement

Ladies and Gentlemen:

In connection with a possible transaction (the "Transaction") involving the sale or transfer of limited liability company interests of [●] (the "Company") owned, held or controlled by [INSERT NAME OF TRANSFEROR] (the "Transferor") to [INSERT NAME OF POTENTIAL TRANSFEREE] (the "Potential Transferee"), the Transferor is prepared to make available to the Potential Transferee certain Confidential Information (as defined below). As a condition to such Confidential Information being furnished to the Potential Transferee, the Potential Transferee hereby agrees that it will comply with the following terms of this letter agreement (this "Confidentiality Agreement"):

1. Confidential Information. (a) "Confidential Information" means any (x) confidential, business, financial or proprietary information regarding the Company or any of its subsidiaries, or any confidential, business, financial or proprietary information regarding the business or affairs of any member of the Company in respect of the Company or any of its subsidiaries (in any such case, whether in written, oral or electronic form), that has been obtained by, or on behalf of, the Potential Transferee or any of its Representatives from the Company or any of its subsidiaries, from the Transferor, or from any of their respective Representatives and (y) notes, analyses, compilations, studies, interpretations or other documents prepared by the Potential Transferee or any of its managers, officers, directors, employees, partners, investors, members, representatives, attorneys, accountants, auditors, trustees, insurers, other professional advisors and financing sources (collectively, "Representatives"), which contain, reflect or are based upon the information referred to in clause (x) above. Confidential Information shall not include information which (A) is known or becomes known to the public in general (other than as a result of a breach of the confidentiality obligations hereunder or otherwise by the Transferor, the Potential Transferee or any of their respective Representatives), (B) is or becomes available to the Potential Transferee on a non-confidential basis from a source other than the Company or any of its subsidiaries, the Transferor or any of their respective Representatives (provided, that the Potential Transferee is not aware that such source is under an obligation to keep such Confidential Information confidential) prior to such information being provided to the Potential Transferee by or on behalf of (or obtained from) the Company, any of its subsidiaries, the Transferor or any of their respective Representatives or (C) is independently developed by the Potential Transferee or any of its Representatives without reference to the Confidential Information.

(b) The Potential Transferee recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the

Exhibit C

Company, the Transferor and any other member of the Company if any Confidential Information is disclosed to a third party, and hereby agrees that it will keep strictly confidential and will not disclose, divulge or use for any purpose, other than to evaluate the Transaction, any of the Confidential Information; provided, however, that any of the Confidential Information may be disclosed, on a confidential basis, to any of the Potential Transferee's Representatives that need to know such information for the purpose of evaluating the Transaction. The Potential Transferee shall cause its Representatives to comply, and the Potential Transferee shall be responsible for ensuring that its Representatives comply, with the restrictions set forth in this Confidentiality Agreement as if such Representatives were a party hereto and bound by such restrictions, and shall be responsible and liable for any breach of any such restrictions by any of its Representatives.

2. Disclosure of Confidential Information. In the event that the Potential Transferee or any of its Representatives determines, in good faith upon the advice of counsel, that disclosure of Confidential Information is required under applicable law or regulation, or is required by governmental or by regulatory authorities having jurisdiction over the Potential Transferee or such Representative, the Potential Transferee or such Representative will, to the extent legally permitted and practicable under the circumstances, promptly provide the Transferor and the Company with written notice so that they may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Confidentiality Agreement and, if requested by the Transferor or the Company, assist the Transferor or the Company to seek such a protective order or other remedy. Provided that such foregoing notice (to the extent legally permitted and practicable under the circumstances) is furnished, if, in the absence of a protective order or other remedy, the Potential Transferee or any of its applicable Representatives is, in the opinion of its counsel, required to disclose Confidential Information, the Potential Transferee or such Representative may disclose pursuant to this Section 2 only that portion of such Confidential Information, and only to those parties, that such counsel has advised is required to be disclosed, without liability under this Confidentiality Agreement.

3. Return and Destruction of Confidential Information. In the event that the Potential Transferee decides not to proceed with the Transaction, the Potential Transferee will promptly inform the Transferor of that decision. In that case, or at any time upon the request of the Transferor for any reason, the Potential Transferee will, as directed by the Transferor, promptly deliver to the Transferor or the Company all Confidential Information (and any copies thereof). Upon the Transferor's request, the Potential Transferee shall provide the Transferor with prompt written confirmation of the Potential Transferee's compliance with this Section 3. Notwithstanding the return or destruction of the Confidential Information, the Potential Transferee and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations and agreements hereunder.

4. No Representations or Warranties. The Potential Transferee understands, acknowledges and agrees that neither the Company nor any of its subsidiaries, the Transferor nor any other member of the Company makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither the Company nor any of its subsidiaries, the Transferor nor any other member of the Company shall have any liability to the Potential Transferee or to any of its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those

representations or warranties which are made in a final definitive agreement regarding any Transaction, when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered by the Company and the Transferor if the Potential Transferee fails to comply with any of the obligations imposed on it by this Confidentiality Agreement and that in the event of any such failure, the Transferor and the Company will be irreparably damaged and will not have an adequate remedy at law. The Transferor and the Company shall, therefore, be entitled to injunctive relief, specific performance or other equitable remedies to enforce such obligations, this being in addition to any other remedy to which either the Transferor or the Company is entitled at law or in equity. The Potential Transferee hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies. The Potential Transferee hereby agrees not to assert that specific performance, injunctive relief and other equitable remedies are unenforceable, violate public policy, invalid, contrary to law or inequitable for any reason. The right of specific performance, injunctive relief and other equitable remedies is an integral part of the transactions contemplated by this Confidentiality Agreement.

6. Governing Law. THIS CONFIDENTIALITY AGREEMENT AND ANY CONFLICTS ARISING HEREUNDER OR RELATED HERETO SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF DELAWARE, ALL RIGHTS AND REMEDIES BEING GOVERNED BY SAID LAWS, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND ANY JUDICIAL PROCEEDING BROUGHT AGAINST THE TRANSFEROR OR THE POTENTIAL TRANSFEREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF THIS CONFIDENTIALITY AGREEMENT OR ANY MATTER RELATED HERETO SHALL BE BROUGHT ONLY IN SUCH COURTS. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUCH PROCEEDING BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SPECIFIED BELOW, OR IN ANY OTHER MANNER PERMITTED BY LAW. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

Exhibit C

7. Term. This Confidentiality Agreement will terminate on the earlier of (a) two (2) years from the date hereof and (b) the Potential Transferee executing a Joinder Agreement to the Amended and Restated Limited Liability Company Agreement of the Company, dated as of [●], 2025, among the Company and its members, as amended, supplemented, amended and restated or otherwise modified from time to time; provided, however, that no such termination of this Confidentiality Agreement shall relieve the Potential Transferee from any liability relating to any breach of this Confidentiality Agreement.

8. Notices. All notices, requests, waivers and other communications made pursuant to this Confidentiality Agreement shall be in writing and shall be deemed to have been effectively given, delivered, provided or received (a) when personally delivered to the party to be notified; (b) when sent by electronic mail (“e-mail”) to the party to be notified; (c) three (3) business days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified; or (d) one (1) business day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-business day delivery guaranteed, in each case as follows:

to the Transferor, at:

[        ]

to the Potential Transferee, at:

[        ]

A party may change its address or e-mail address for purposes of notice hereunder by giving notice of such change to the other party in the manner provided in this Section 8.

9. Miscellaneous. This Confidentiality Agreement contains the entire agreement between the Transferor and the Potential Transferee regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the Transferor and the Potential Transferee regarding such subject matter. It is understood and agreed that no failure or delay by the Transferor or the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No provision in this Confidentiality Agreement can be waived or amended except by written consent of the Transferor, the Potential Transferee and the Company, which consent shall specifically refer to the provision to be waived or amended and shall explicitly make such waiver or amendment. This Confidentiality Agreement may be signed by electronic transmission and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument. If any provision of this Confidentiality Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Confidentiality Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation. The provisions of this Confidentiality Agreement shall inure to the benefit of and be binding upon the

parties hereto and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns. The Potential Transferee may not assign this Confidentiality Agreement without the prior written consent of the Transferor and the Company. The Potential Transferee agrees and acknowledges that the Company shall be an express third party beneficiary hereof, having all rights to enforce this Confidentiality Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Confidentiality Agreement as of this \_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

TRANSFEROR

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

CONFIRMED AND AGREED  
as of the date written above:

POTENTIAL TRANSFEREE

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**

**Exit Term Loan Facility Credit Agreement**

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

TERM LOAN CREDIT AGREEMENT

§[•]

Dated as of [•], 2025,

among

THE CONTAINER STORE, INC.,  
as Borrower,

THE GUARANTORS PARTY HERETO

ACQUIOM AGENCY SERVICES LLC AND SEAPORT LOAN PRODUCTS LLC,  
as co-Administrative Agents

ACQUIOM AGENCY SERVICES LLC,  
as Collateral Agent,

and

THE LENDERS PARTY HERETO



THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES’ CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

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*Form of*

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## TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [-], 2025 (this “Agreement”), among THE CONTAINER STORE, INC., a Texas corporation (the “Borrower”), the Guarantors from time to time party hereto, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) and Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and Seaport Loan Products LLC (“Seaport”), as co-administrative agent (in such capacities, together with their respective successors and assigns in such capacities, shall hereinafter be jointly referred to for common activities or rights as the “Administrative Agent”) and Acquiom as Collateral Agent.

WHEREAS, on December 22, 2024 (the “Petition Date”), the Borrower, The Container Store Group, Inc., a Delaware corporation (“Holdings”) and certain direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) initiating cases under Title 11 of the United States Code (the “Bankruptcy Code”), and jointly administered under The Container Store Group, Inc. Case No. 24-90627 (collectively the “Chapter 11 Cases”);

WHEREAS, the Borrower, the Guarantors, the lenders party thereto (the “Existing DIP Lenders”) and Acquiom Agency Services LLC and Seaport Loan Products LLC as co-administrative agents (the “Existing DIP Administrative Agents”) are party to that certain Senior Secured Super-Priority Debtor-In-Possession Term Loan Credit Agreement, dated as of December 24, 2024 (the “Existing DIP Credit Agreement”), pursuant to which the Existing DIP Lenders issued senior secured super priority term loans consisting of (a) \$40,000,000 of “new money” first-out term loans (the “First-Out DIP Term Loans”) and (b) a second-out roll up term loan facility (the “Second-Out DIP Term Loans”).

WHEREAS, the Borrower has asked the Lenders to provide the Borrower with a term loan credit facility (the “Facility”) consisting of (a) \$[•] of first-out term loans (the “First-Out Term Loans”) and (b) \$[•] of second-out term loans (the “Second-Out Term Loans”);

WHEREAS, the Lenders are willing to make the foregoing term loans to the Borrower, subject to the terms and conditions set forth in this Agreement, the Plan of Reorganization (as defined below), and the Transaction Support Agreement (as defined below);

WHEREAS, pursuant to the Plan of Reorganization, each Existing DIP Lender will exchange (i) its First-Out DIP Term Loans for First-Out Term Loans and other consideration set forth in the Transaction Support Agreement, and (ii) its Second-Out DIP Term Loans for Second-Out Term Loans and other consideration set forth in the Transaction Support Agreement, in both cases on a pro-rata and dollar-for-dollar basis.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for due and valuable consideration, the parties hereto covenant and agree as follows:

### ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

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

“ABL Agent” shall mean Eclipse Business Capital LLC, as administrative agent and collateral agent under the ABL Facility, together with its permitted successors and assigns.

“ABL Credit Agreement” shall mean that certain Asset Based Revolving Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and the ABL Agent, as amended, amended and restated, supplemented, otherwise modified, restated, refinanced, renewed, re-funded, restructured or replaced in whole or in part from time to time.

“ABL DIP Facility” shall mean that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement dated as of December 24, 2024, among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Eclipse Business Capital LLC as administrative agent and collateral agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

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

“ABL Facility” shall mean the asset based revolving credit facility of the Borrower governed by the ABL Credit Agreement.

“ABL Loans” shall mean the “Loans” under, and as defined in. the ABL Credit Agreement.

“ABL Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Additional Credit Extension Amendment” means an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any Incremental Term Loans which shall be consistent with the applicable provisions of this Agreement relating to Incremental Term Loans and otherwise reasonably satisfactory to the Administrative Agent and the Borrower.

“Administrative Agent” shall have the meanings assigned to such term in the preamble hereto.

“Administrative Agent Fee Letter” means the letter agreement dated the date hereof, by and among the Borrower and the Agents.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

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

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” has the meaning specified in Section 11.02(c).

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Aggregate Commitments” means the sum of the Commitments of all the Lenders. As of the Closing Date, the Aggregate Commitments are \$111,805,340.37 million.

“Agreement” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“Ancillary Document” has the meaning provided in Section 11.10(b).

“Ancillary Fees” has the meaning set forth in Section 11.01(h).

“Applicable Margin” means (a)(i) with respect to any First-Out Term Loans maintained as Base Rate Loans, 5.50% per annum, and (ii) with respect to any First-Out Term Loans maintained as Term Benchmark Loans, 6.50% per annum, and (b)(i) with respect to any Second-Out Term Loans maintained as Base Rate Loans, 4.00% per annum, and (ii) with respect to any Second-Out Term Loans maintained as Term Benchmark Loans, 5.00% per annum.

“Applicable Premium” means the Applicable Premium (First-Out Term Loan) or Applicable Premium (Second-Out Term Loan), as applicable.

“Applicable Premium (First-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the First-Out Term Loans, (A) prior to the date that is eighteen months following the Closing Date, the Make-Whole Amount with respect to the First-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months following the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 2.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, (C) on and after the date that is thirty months after the Closing Date and prior to the date that is forty-two months after the Closing Date, an amount equal to 3.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, and (D) on and after the date that is forty-two months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium (Second-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the Second-Out Term Loans, (A) prior to the date that is eighteen months after the Closing Date, the Make-Whole Amount with respect to the Second-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months after the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 1.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date, and (C) on and after the date that is thirty months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium Event” means (a) any prepayment, whether a voluntary prepayment or a mandatory prepayment, (other than any mandatory prepayment pursuant to Section 2.03(b)(i) or (iv)) of all, or any part, of the principal balance of the Loans, whether before or after (i) the occurrence of a Default or an Event of Default or (ii) the commencement of any proceeding under any Debtor Relief Law and notwithstanding any acceleration (for any reason) of the Loans; (b) the acceleration of all of the First-Out Term Loans or Second-Out Term Loans for any reason, including, but not limited to, accelera-



tion following or pursuant to an Event of Default, including as a result of the commencement of a proceeding under any Debtor Relief Law (including, without limitation, pursuant to Section 8.01(f)); (c) the satisfaction, release, payment, redemption, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loans in any proceeding under any Debtor Relief Law, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any proceeding under any Debtor Relief Law to the Lenders (whether directly or indirectly, including through the Administrative Agent or any other distribution agent), in full or partial satisfaction of the Term Loans; and (d) the termination of this Agreement prior to the Maturity Date for any reason.

If an Applicable Premium Event occurs under clause (b), (c) or (d) above, the entire outstanding principal amount of Term Loans (including all First-Out Term Loans and Second-Out Term Loans) shall be deemed to be subject to the Applicable Premium Event on the date on which such Applicable Premium Event occurs.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

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

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“Audited Financial Statements” means the audited Consolidated balance sheets and related statements of income, stockholders’ equity and cash flows for the Fiscal Years for Holdings ended March 30, 2024, April 1, 2023 and April 2, 2022 (including its [Consolidated Subsidiaries]) (in each case prepared in accordance with GAAP).

“Available Amount” means, at any time (the “Reference Date”), the sum of:

- (a) an amount equal to (x) the cumulative amount of Excess Cash Flow (which amount shall not be less than zero in any Fiscal Year) for each Fiscal Year of the Borrower ending after the Closing Date minus (y) the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of Loans in accordance with Section 2.03(b)(i) (without regard to any optional prepayment of Loans); plus
- (b) the amount of any capital contributions (other than from a Subsidiary) and the Net Cash Proceeds from Qualified Equity Issuances (other than any amount applied pursuant to Section

7.03(k)) received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(c) to the extent the Borrower or a Subsidiary has made any Investment pursuant to Section 7.03(l), the net amount of any return on such Investment (whether through dividends, distributions, sale, cash repayments of principal, or other disposition of such Investment or the designation of an Subsidiary as a Subsidiary) actually received by the Borrower or a Subsidiary from such Investment; minus

(d) the aggregate amount of any Investments made pursuant to Sections 7.03(l), any Restricted Payment made pursuant to Section 7.06(e)(ii) or any payment made pursuant to Section 7.12(d) during the period commencing on the Closing Date and ending on the Reference Date (and, for purposes of this clause (d), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 3.03.

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

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

“Bank Products” means any services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender (but excluding Cash Management Services) on account of (a) Swap Contracts, (b) purchase cards and (c) merchant services constituting a line of credit.

“Bankruptcy Code” has the meaning specified in the preamble hereto.

“Bankruptcy Court” has the meaning specified in the preamble hereto.

“Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that, for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approxi-

mately 5:00 a.m. New York time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology) and (d) 3.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 (for the avoidance of doubt, only until a successor rate to the Term SOFR Reference Rate has been determined pursuant to Section 3.03(b)), then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate, respectively.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.03.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Required Lenders the applicable Benchmark Replacement Date:

(1) [reserved]; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement for any applicable Available Tenor as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement for such Available Tenor 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 for any applicable Interest Period and Available Tenor for any setting of such 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 Required Lenders and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

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

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

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

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

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

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, 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), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer 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 Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

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

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

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning provided in Section 6.02.

“Borrowing” means a borrowing consisting of Loans of the same Type made, deemed converted or continued on the same date and, in the case of Term Benchmark Loans, having the same Interest Period.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“Capital Expenditures” means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations) which is, or should be in accordance with GAAP, reflected as a “capital expenditure” in a Consolidated statement of cash flows of such Person for the period in which such expenditure occurs, provided that “Capital Expenditures” shall not include (a) any such expenditures which are contractually required to be, and are, reimbursed to the Loan Parties in cash by landlords with respect to such period of calculation, (b) any such expenditure with the proceeds from any casualty insurance or condemnation or eminent domain, to the extent that the proceeds therefrom are utilized for Capital Expenditures within twelve months of the receipt of such proceeds, (c) any such expenditure with the proceeds or consideration received from any trade in of any Loan Party’s assets, or (d) any such expenditures which constitute a Permitted Acquisition.

“Capital Lease Obligations” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under [GAAP] as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on April 6, 2012.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Pay Notice” has the meaning assigned to such term in Section 2.06 of this Agreement.

“Cash Pay Trigger” means the delivery of financial statements referred to in Section 6.01(a) and Section 6.01(b) reflecting demonstrating that Consolidated Unadjusted EBITDA is equal to or greater than \$45,000,000 for four consecutive Measurement Periods.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender: (a) ACH transactions, (b) cash management services, including, without limitation, controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, and (e) merchant services not constituting a Bank Product.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” shall have the meaning specified in the preamble hereto.

“Chapter 11 Debtors” shall have the meaning specified in the preamble hereto.

“Change of Control” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than the Permitted Holders, becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that

such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”), directly or indirectly, of more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right); or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the ABL Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are First-Out Term Loans or Second-Out Term Loans, (b) any Commitment, refers to whether such Commitment is a Commitment in respect of First-Out Term Loan Commitment or Second-Out Term Loan Commitment or (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

“Closing Date” means [•], 2025.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” means all of the “Collateral” and “Mortgaged Property” or “Trust Property,” as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

“Collateral Agent” means Acquiom, in its capacity as collateral agent under the Loan Documents, or any successor collateral agent as provided in Section 9.01(b).

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Intercreditor Agreement, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“Commitment” means the First-Out Term Loan Commitments, Second-Out Term Loan Commitment, and the Incremental Term Loan Commitments.

“Committed Loan Notice” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

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



“Compliance Certificate” means a certificate substantially in the form of Exhibit D with such modifications thereto as may be mutually agreed by the Administrative Agent and the Borrower to reflect the amendments to this Agreement.

“Confirmation Order” means [ ].

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

[“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus (a) the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period:

- (i) Consolidated Interest Charges,
- (ii) the provision for Federal, state, local and foreign income taxes payable,
- (iii) depreciation and amortization expense,
- (iv) non-cash stock compensation paid to officers, directors, employees or consultants during such Measurement Period,
- (v) all non-cash losses from Dispositions during such Measurement Period, other than Dispositions of inventory in the ordinary course of business,
- (vi) Transaction Expenses,
- (vii) expenses incurred in connection with the prepayment, amendment, or refinancing of Indebtedness during such Measurement Period,
- (viii) non-cash expenses related to LIFO/LCM reserves and non-cash rent,
- (ix) any non-cash purchase accounting adjustments made in connection with any acquisition permitted by this Agreement,
- (x) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of actual amounts realized and excluding any revenue synergies) reasonably identifiable and factually supportable (in the good faith determination of Holdings) related to (A) the Transactions, (B) asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) and other transactions disclosed to the Administrative Agent prior to the Closing Date that were consummated prior to the Closing Date and (C) asset sales, acquisitions, Investments, dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) consummated after the Closing Date, in each case of (A), (B) and (C), projected by Holdings in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of Holdings) and realized within 12 months (for the avoidance of

doubt including in connection with any of the foregoing, or actions taken, prior to the Closing Date); provided that a duly completed certificate of a Responsible Officer has been delivered to the Administrative Agent certifying the matters set forth in this clause (x); provided further that the amount that may be added back pursuant to this clause (a)(x), together with the aggregate amounts added back pursuant to clause clauses (a)(xv) below, shall not exceed an aggregate amount equal to 25% of Consolidated EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xi) expenses incurred during such Measurement Period in connection with closed stores, store closings, and store relocations in an amount not to exceed [\$7.5] million in the aggregate in such Measurement Period,

(xii) all transactional costs, expenses and charges payable to non-Affiliated third parties and made at the time of, and in connection with, any acquisition (whether or not consummated) in an amount not to exceed [\$7.5] million in the aggregate during such Measurement Period,

(xiii) (A) any expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness (including with respect to Indebtedness, a refinancing thereof, whether or not successful and whether incurred prior to or after the Closing Date), in each case permitted to be incurred or made hereunder and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transaction (including in connection with the wind-down of the Chapter 11 Cases) and (B) the amount of any charge that is reimbursable by third parties pursuant to indemnification provisions or similar agreements or insurance; provided, that in respect of any fees, costs and expenses added back pursuant to this clause (B), Holdings in good faith expects to receive reimbursement for such fees and/or charges within the next 12 Fiscal Months (it being understood that to the extent not actually received within such 12 Fiscal Month period, such reimbursement amounts shall be deducted in calculating Consolidated EBITDA for such Fiscal Months,

(xiv) non-cash losses (minus any non-cash gains) with respect to Swap Contracts during such Measurement Period,

(xv) extraordinary, unusual or non-recurring expenses, charges or losses during such period (as determined by the Borrower in good faith, it being understood that Item 10(e) of Regulation S-K under the Securities Act shall not constitute a limitation on any such determination), and

(xvi) pre-opening and grand opening expenses in an amount not to exceed \$15.0 million in such Measurement Period;

(xv) any charge attributable to the undertaking and/or implementation of business optimization activities, cost savings initiatives, cost rationalization programs, operating expense reductions and/or synergies and/or similar initiatives and/or programs (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses), including any business optimization charge, any restructuring charge (including any charge relating to any tax restructuring), any charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, moving costs and legal costs), any systems implementation charge, software development costs and any severance charge; provided that the amount that may be added back pursuant to this clause (a)(xv), together with the aggregate amounts added back pursuant to clause (a)(x) above, shall not exceed an aggregate amount equal to 25% of Consolidated Adjusted EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xvi) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as Holdings in good faith expects to receive such proceeds within the next 12 Fiscal Months (it being understood that to the extent such proceeds are not actually received within such 12 Fiscal Month period, such proceeds shall be deducted in calculating Consolidated EBITDA for such Fiscal Months));

(xvii) unrealized or realized net foreign currency translation or transaction losses impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net losses from Swap Contract for currency exchange risk associated with the above or any other currency-related risk); and minus

(b) (i) to the extent included in calculating Consolidated Net Income for such Measurement Period, all non-recurring, non-cash items increasing Consolidated Net Income (excluding any non-cash items that result in an accrual of a reserve for cash items in any future period) (in each case of or by Holdings and its Subsidiaries for such Measurement Period), (ii) non-cash gains from Dispositions other than Dispositions of inventory in the ordinary course of business, (iii) the amount added back to Consolidated EBITDA pursuant to clause (a)(xvi) above to the extent such business interruption proceeds were not received within the time period required by such clause and (iv) unrealized or realized net foreign currency translation or transaction gains impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net gains from Swap Contracts for currency exchange risk associated with the above or any other currency-related risk).]<sup>1</sup>

“Consolidated First Lien Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens securing the Obligations to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Interest Charges” means, for any Measurement Period, Consolidated interest expense (net of interest income) of Holdings and its Subsidiaries determined in accordance with GAAP.

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Net Income” means, at any date of determination, the net income (or loss) of Holdings and its Subsidiaries on a Consolidated basis for the most recently completed Measurement Period; provided that Consolidated Net Income shall exclude (a) extraordinary non-cash gains and extraordinary non-cash losses for such Measurement Period, [(b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period (provided that this clause (b) shall not, with respect to any Foreign Subsidiary, exclude income that can only be distributed following the adoption of the relevant annual accounts or Consolidated annual accounts for such Foreign Subsidiary’s Fiscal Year), except that Consolidated Net Income shall be reduced to the extent of any equity held by Holdings or any of its Subsidiaries in any net loss of any such

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<sup>1</sup> NTD: Subject to continued review.

Subsidiary for such Measurement Period,<sup>2</sup> (c) the income (or loss) of any Person during such Measurement Period and accrued prior to the date it becomes a Subsidiary of Holdings or its Subsidiaries or is merged into or Consolidated with Holdings or a Subsidiary or that Person's assets are acquired by Holdings or any of its Subsidiaries, (d) any income (or loss) for such period of any Person if such Person is not a Subsidiary of Holdings, except that Consolidated Net Income shall be increased by the aggregate amount of cash actually distributed by such Person during such Measurement Period to Holdings or a Subsidiary as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary which is not a Loan Party, such Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso), and (e) the cumulative effect of changes in accounting principles.

“Consolidated Secured Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Unadjusted EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period: (i) Consolidated Interest Charges, (ii) the provision for Federal, state, local and foreign income taxes payable and (iii) depreciation and amortization expense.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“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.

“Conversion/Continuation Notice” means a notice of (a) a conversion of Loans from one Type to the other, or (b) a continuation of Term Benchmark Loans, pursuant to Section 2.02(c), which, if in writing, shall be substantially in the form of Exhibit A-2.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

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<sup>2</sup> NTD: Subject to continued review.

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to it in Section 11.22.

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

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means for Loans and any other amounts due hereunder, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, or (c) has (i) become the subject of a bankruptcy or insolvency proceeding or (ii) become the subject of a Bail-In Action.

“Designated Noncash Consideration” means non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Disposition that is so designated as Designated Noncash Consideration pursuant to a certificate of a responsible officer of the Borrower, setting forth the basis of such valuation.

“Discharge of ABL Obligations” has the meaning specified in the Intercreditor Agreement.

“Disposition” or “Dispose” means the sale, transfer, license, lease, or other disposition (including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“Disqualified Equity Interests” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the

option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Maturity Date, or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Maturity Date.

“Dollar”, “dollars” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Early Maturity Basket” means an aggregate principal amount equal to the greater of (x) \$37.5 million and (y) 50% of Consolidated EBITDA.

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

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

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

“Eligible Assignee” means (a) a Secured Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Secured Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Secured Party’s rights in and to a material portion of such Secured Party’s portfolio of term loan credit facilities and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) unless an Event of Default under Section 8.01(a) or 8.01(f) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Subsidiaries.

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

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries 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 pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings or the Borrower and with which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“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.

[“Excess Cash Flow” means, for any Fiscal Year of Holdings, the sum (without duplication) of:

(a) the Consolidated Net Income (or loss) of Holdings and its Subsidiaries for such Fiscal Year, adjusted (i) to exclude any gains or losses attributable to any events as a result of which a mandatory prepayment (other than from Excess Cash Flow) of the Facility is required and (ii) to subtract the amount, if any, by which taxes paid or required to be paid in cash with respect to such Fiscal Year exceeds the amount of taxes deducted in calculating Consolidated Net Income and to add the amount, if any, by which taxes paid or required to be paid with respect to such Fiscal Year in cash are less than the amount deducted in calculating Consolidated Net Income; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such Consolidated Net Income (or loss) for such Fiscal Year; plus

(c) the amount, if any, by which Net Working Capital decreased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(d) the amount, if any, by which Net Working Capital increased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(e) cash expenditures of Holdings and its Subsidiaries for and incurred in connection with Permitted Acquisitions or Investments pursuant to Section 7.03(1) during such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(f) permanent repayments of Indebtedness (including any premium, make-whole or other penalty associated therewith) other than, solely for the purposes of Section 2.03(b), Indebtedness hereunder, made in cash by the Subsidiaries during such Fiscal Year and permitted hereunder, but, only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness; minus

(g) cash payments by the Borrower and the Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period; minus

(h) the amount expended in respect of voluntary prepayments of Loans made pursuant to Section 2.03(d) (other than in connection with a refinancing); minus

(i) Restricted Payments made in cash by the Borrower during such Fiscal Year pursuant to Section 7.06(c) or (d); minus



(j) Capital Expenditures actually made in cash by Holdings and its Subsidiaries in such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(k) any non-cash gains included in determining such Consolidated Net Income (or loss) for such Fiscal Year.]<sup>3</sup>

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’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 such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes (or similar taxes) imposed by a jurisdiction (or any political subdivision thereof) as a result of such recipient being organized or resident in, maintaining a Lending Office in, or doing business in such jurisdiction, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a Lender’s failure to comply with Section 3.01(e) or (f) and (d) any tax imposed as a result of such recipient’s failure to establish a complete exemption under FATCA.

“Existing DIP Administrative Agents” has the meaning set forth in the preamble.

“Existing DIP Credit Agreement” has the meaning set forth in the preamble.

“Existing DIP Facility” shall mean the asset based revolving credit facility of the Borrower governed by the Existing DIP Credit Agreement.

“Existing DIP Lenders” has the meaning set forth in the preamble.

“Existing Liens” has the meaning set forth in Section 11.01(h).

“Existing Term Loan Facility” means the credit agreement governing the \$200.0 million senior secured term loan facility dated as of April 6, 2012, among the Borrower, the guarantors party thereto, the lenders party thereto and JPMorgan as administrative agent and collateral agent, as amended or modified from time to time.

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<sup>3</sup> NTD: Subject to continued review.

[“Extraordinary Receipt” means any cash received by or paid to any Person in respect of proceeds of insurance (other than (i) proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings and (ii) in respect of any leased property (or assets located on such leased property) to the extent that such proceeds are required to be paid to the landlord of such Person pursuant to the terms of the Lease for such leased property) and condemnation awards (and payments in lieu thereof), in each case, to the extent the amount of cash received by or paid to such person is at least \$1.0 million.]<sup>4</sup>

“Facility” has the meaning set forth in the preamble.

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the date hereof or any successor provision that is substantively comparable and not materially more onerous to comply with, and, in each case, any current or future regulations promulgated thereunder or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(i) of the Code and any inter-governmental agreements (together with any law implementing such agreements).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“First-Out DIP Term Loans” has the meaning set forth in the preamble.

“First-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make First-Out Term Loans hereunder in accordance with Section 2.01(a), expressed as an amount representing the maximum principal amount of the First-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such First-Out Term Loans pursuant to Section 2.01(a). The initial amount of each Lender’s First-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its First-Out Term Loan Commitment.

“First-Out Term Loan Interest Payment Date” means (i) the last Business Day of each calendar month commencing with [February 28, 2025], (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“First-Out Term Loan PIK Margin” means 5.50% per annum.

“First-Out Term Loans” has the meaning set forth in the preamble.

“First Priority Lien” means any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to (i) in the case of Mortgages, Permitted Encumbrances, and (ii) otherwise, Permitted Liens).

“Fiscal Month” means any fiscal month of any Fiscal Year.

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<sup>4</sup> NTD: Subject to continued review.

“Fiscal Quarter” means any fiscal quarter of any Fiscal Year.

“Fiscal Year” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“Flood Documentation” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, 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 Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee and (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 (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

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

“Floor” means a rate of interest equal to 2.00% per annum.

“Foreign Lender” means any Lender that is not, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes,” a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

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

“Former Lender” means any Person that was a Lender but that has assigned all of its Loans and Commitments, and no longer holds any Loans and Commitments and, at the time of such assignment, was, or an Affiliate of such Lender was, a counterparty under any agreement with respect to Bank Products or Cash Management Services with any Loan Party, which agreements relating to Bank

Products or Cash Management Services have not expired, been paid out or otherwise terminated or renewed.

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

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

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

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

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, 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 or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means Holdings and the Subsidiary Guarantors listed on Schedule 6.12 and each other Subsidiary of Holdings that is required to sign a counterpart to this Agreement pursuant to Section 6.12(a)(i).

“Guaranty” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Secured Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“Holdings” means The Container Store Group, Inc., a Delaware corporation.

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Term Borrowing” means a Borrowing comprised of Incremental Term Loans.

“Incremental Term Lender” means a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Amount”<sup>5</sup> means, at any time, the excess, if any, of the greater of (a) the sum of (i) the greater of (x) \$75.0 million and (y) 100% of Consolidated EBITDA plus (ii) all voluntary prepayments of the existing Facility other than with the proceeds of long term Indebtedness and (b) any amount so long as, in the case of this clause (b), (i) if such Indebtedness is secured by a Lien on an equal priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated First Lien Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [2.50] to 1.00, (ii) if such Indebtedness is secured by a Lien on a junior priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated Secured Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 and (iii) if such Indebtedness is secured solely by Liens on property or assets not constituting Collateral or if such Indebtedness is unsecured, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 (it being understood that if pro forma effect is given to the entire committed amount of any such additional amount on the date of initial borrowing of such Indebtedness or entry into the definitive agreement providing for the commitment to fund such Indebtedness, such committed amount may thereafter be borrowed and reborrowed in whole or in part, from time to time, without further compliance with this clause (b)).

“Incremental Term Loan Commitment” means the commitment of any Lender, established pursuant to Section 2.12, to make Incremental Term Loans to the Borrower.

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<sup>5</sup> NTD: Ratios subject to ongoing discussion, including classification language.

“Incremental Term Loans” means Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(b). Incremental Term Loans may be made in the form of additional Term Loans or, to the extent permitted by Section 2.12 and provided for in the relevant Additional Credit Extension Amendment, Other Term Loans.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means an intercreditor agreement substantially in the form of Exhibit C.

“Interest Period” means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and, except as contemplated by Section 2.01, ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided, that:

(a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

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

(c) no Interest Period longer than one month may be selected prior to the date that is the 30th day following the Closing Date; and

(d) no tenor that has been removed from this definition pursuant to Section 3.03(e) shall be available for specification in such Committed Loan Notice or Conversion/Continuation Notice. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“IRS” means the United States Internal Revenue Service.

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

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lease” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“Lender” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest 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 Estate, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Liquidity” means, as of any date of determination, the sum of (i) unrestricted cash and Cash Equivalents of the Loan Parties (it being understood that (a) whether cash and Cash Equivalents is restricted or unrestricted shall be determined in accordance with GAAP and (b) cash and Cash Equivalents shall not be deemed restricted solely as a result of being subject to a Lien securing the Obligations and the Obligations under the ABL Facility) plus (ii) an amount equal to ABL Excess Availability less 10% of the Borrowing Base (as defined in the ABL Credit Agreement).

“Loan Documents” means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents and (d) each Additional Credit Extension Amendment.

“Loan Parties” means, collectively, the Borrower and each Guarantor.



“Loans” means the First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Make-Whole Amount” means, as of any date of determination, an amount equal to the present value of (1) all required remaining scheduled interest that would accrue on the Term Loans, subject to the Applicable Premium Event, from the date of determination through the date that is eighteen months after the Closing Date, assuming that the rate of interest will be equal to the rate of interest in effect on the determination date, including default interest, if applicable (which shall not include, for the avoidance of doubt, accrued and unpaid interest through the date on which the Make-Whole Amount shall be paid), plus (2) the Applicable Premium payable as if such Applicable Premium Event occurred on the day immediately following the eighteen-month anniversary of the Closing Date, in each case, computed using a discount rate equal to the Treasury Rate plus 50 basis points per annum.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of the Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$15.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Subsidiary” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” means (a) with respect to the First-Out Term Loans, April 30, 2029, and (b) with respect to the Second-Out Term Loans, July 30, 2029.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Secured Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means:

(a) with respect to any Disposition by Borrower or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of Holdings or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, including the monetization of any Designated Noncash Consideration, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any ABL Priority Collateral in reduction of the Indebtedness under the ABL Facility) plus, in the case of any Disposition by a Foreign Subsidiary or an Extraordinary Receipt received by a Foreign Subsidiary, the principal amount of Indebtedness (if any) of such Foreign Subsidiary or other Foreign Subsidiaries proposed to be repaid with such Net Cash Proceeds and (B) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction; and

(b) with respect to the incurrence or issuance of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02 by Borrower or any Subsidiary, the excess, if any, of (i) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuances over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by Borrower or such Subsidiary in connection with such incurrence or issuance.

“Net Working Capital” means, at any date, (a) the Consolidated current assets of Holdings and its Subsidiaries as of such date (excluding cash and current assets in respect of income taxes) minus (b) the Consolidated current liabilities of Holdings and its Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness and deferred income taxes). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

“Note” means a promissory note made by the Borrower in favor of a Lender, evidencing Loans made by such Lender, substantially in the form of Exhibit E.

“NPL” means the National Priorities List under CERCLA.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyork-fed.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means (a) all debts (including principal, interest, fees, the Applicable Premium, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan (including any Other Term Loan), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) any Other Liabilities, excluding, with respect to any Guarantor that is not a Qualified ECP Guarantor, Excluded Swap Obligations of such Guarantor.

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

“Other Liabilities” means amounts due on account of or arising from (a) any Cash Management Services furnished to any of the Loan Parties and (b) any transaction which arises out of any Bank Product entered into with any of the Loan Parties, as each may be amended from time to time.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Other Term Loans” has the meaning specified in Section 2.12(a).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“PCAOB” means the Public Company Accounting Oversight Board.

“Pension Plan,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“Perfection Certificate” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“Perfection Certificate Supplement” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“Permitted Acquisition” has the meaning assigned to such term in Section 7.03(h).

“Permitted Encumbrances” has the meaning specified in the Mortgages.

“Permitted Holders” means [ ].

“Permitted Holdco Debt” means Indebtedness of Holdings that (A) is not subject to any Guarantee by the Borrower or any other Subsidiary, (B) will not mature prior to the date that is 180 days after the Maturity Date, (C) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Maturity Date, (D) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Maturity Date, (E) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (F) is unsecured, (G) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (H) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (I) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“Permitted Indebtedness” has the meaning specified in Section 7.02.

“Permitted Lien” has the meaning specified in Section 7.01.

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment during the pendency of such protest, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.03(f) or Section 7.03(h) such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

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

“Petition Date” has the meaning assigned to such term in the preamble hereto.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such Plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Plan of Reorganization” means [ ].

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Pledged Debt” means any debt instrument constituting Collateral under any of the Collateral Documents.

“Pledged Equity” means any certificated equity security constituting Collateral under any of the Collateral Documents.

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

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

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

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to it in Section 11.22.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “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.

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Qualified Equity Issuance” means any sale or issuance (other than to the Borrower or a Subsidiary) of any Qualified Equity Interests of the Borrower.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Refinanced Loans” has the meaning provided in Section 11.01.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Release” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB, or, in each case, any successor thereto.

“Relevant Rate” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

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

“Required Lenders” means the Lenders holding (x) a majority in the aggregate principal amount of the First-Out Term Loans and (y) a majority in the aggregate principal amount of the First-Out Term Loans and the Second-Out Term Loans, collectively.

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

“Responsible Officer” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) by Borrower or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Borrower or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase,

redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Borrower's or any of its Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“Restriction” has the meaning specified in Section 2.03(c).

“S&P” means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

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

“Second-Out DIP Term Loans” has the meaning set forth in the preamble.

“Second-Out PIK Election” has the meaning set forth in Section 2.06(c).

“Second-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make Second-Out Term Loans hereunder in accordance with Section 2.01(b), expressed as an amount representing the maximum principal amount of the Second-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such Second-Out Term Loans pursuant to Section 2.01(b). The initial amount of each Lender's Second-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Second-Out Term Loan Commitment.

“Second-Out Term Loan Interest Payment Date” means (i) the last Business Day of the sixth full Fiscal Month following the Closing Date and each six-month period thereafter, (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“Second-Out Term Loan PIK Margin” means 4.0% per annum.

“Second-Out Term Loans” has the meaning set forth in the preamble.

“Second Priority Lien” means any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the ABL Loan Documents (subject to (i) in the case of Mortgages, Permitted Encumbrances) and (ii) otherwise, Permitted Liens).

“Secured Party” means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (e) the permitted successors and assigns of each of the foregoing.

“Secured Party Expenses” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) counsel for the Agents, provided that the Agents shall be entitled to be reimbursed for no more than one counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, and



(D) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations and (b) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Secured Parties who are not the Agents, or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Secured Parties shall be entitled to reimbursement for no more than one counsel representing all such Secured Parties (absent a conflict of interest between the Secured Parties, where the affected Secured Parties inform the Borrower of such conflict, in which case the Secured Parties may engage and be reimbursed for one additional counsel).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Security Agreement” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Senior Liens” has the meaning set forth in Section 11.01(h).

“series” means, with respect to any Incremental Term Loans, all such Loans that have the same maturity date, amortization and interest rate provision and that are designated as part of such “series” pursuant to the applicable Additional Credit Extension Amendment.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s Website for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they

mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Specified Transaction” means any Investment that results in a Person becoming a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a Store or any Disposition of a business unit, line of business or division of the Borrower or a Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), any Restricted Payment or Incremental Term Loan and any other transaction that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis.”

“Store” means any retail store (which includes any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs.

“Supported QFC” has the meaning assigned to it in Section 11.22.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or

other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.07(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swedish Pledge Agreement” means the Share Pledge Agreement, dated as of the date hereof, between the Borrower as pledgor and the Collateral Agent.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“Synthetic Lease Obligation” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of

any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“Term Benchmark” 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 Term SOFR Rate.

“Term Benchmark Loans” means a Loan that bears interest based on the Term SOFR Rate.

“Term Loans” means, individually or collectively as the context may require, First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Term Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Title Company” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“Total Debt” means, at any date of determination (i) the aggregate principal amount of Indebtedness (other than contingent Indebtedness of the type described in clause (b) of the definition of “Indebtedness” and obligations under Swap Contracts permitted by Section 7.02(a)(except to the extent any such Swap Contract has terminated)) of Holdings and its Subsidiaries outstanding as of such date, in the amount that would be reflected on a balance sheet prepared as of such date on a Consolidated basis in accordance with GAAP less (ii) the aggregate amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries on such date.

“Total Outstandings” means, on any date, the aggregate outstanding amount of all Loans, after giving effect to any borrowings or repayments of Loans occurring on such date.

“Transaction” means, collectively, (a) the execution of the ABL Facility and the lending of Loans thereunder, (b) the entering into the Loan Documents by the Loan Parties and their applicable Subsidiaries, (c) the termination and repayment of all Indebtedness under the Borrower’s ABL DIP Facility, (d) refinance all Indebtedness under the Borrower’s Existing DIP Facility, (e) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and (f) the payment of the fees and Transaction Expenses.

“Transaction Expenses” means fees and expenses incurred in connection with the closing of this Agreement, the ABL Facility and the use of proceeds thereof.

“Transaction Support Agreement” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December 21, 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“Treasury Rate” means with respect to any date of prepayment, the rate per annum equal to the yield to maturity at the time of computation of the United States Treasury securities with a constant maturity as compiled and published in the most recent Federal Reserve Statistical Release H 15 (519) (or is obtainable from the Federal Reserve System’s Data Download Program as of the date of such H.15) that has become publicly available at least two Business Days prior to the date of delivery of the prepayment notice with respect to such date of prepayment (or, if such Statistical Release is no longer published, any publicly available source that is typically relied upon by similar market participants of similar market data selected by the Borrower in good faith) most nearly equal to the period from such date of prepayment to the five year anniversary of the Closing Date; provided, that, if the period from the date of prepayment to the five year anniversary of the Closing Date is not nearly equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of prepayment to the five year anniversary of the Closing Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Term Benchmark Loan.

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined in the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling with 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.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“United States” and “U.S.” mean the United States of America.

“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 Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (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. Special Resolution Regimes” has the meaning assigned to it in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(iii).

“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 has 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 of those powers.

“Yield” for any Indebtedness on any date of determination will be the internal rate of return on any Loan determined by the Administrative Agent utilizing (a) the greater of (i) if applicable, any Floor applicable to such Loan on such date and (ii) the forward Term SOFR Rate curve (calculated on a quarterly basis) as calculated by the Administrative Agent in accordance with its customary practice during the period from such date to the final maturity date of such Indebtedness; (b) the Applicable Margin for such Loan on such date; and (c) the issue price of such Loan (after giving effect to any original issue discount or upfront fees paid to the market in respect of such Indebtedness (converted to interest margin based on an assumed four year weighted average life) but excluding customary arranger, underwriting, structuring, syndication or other fees not paid to the lenders providing such Indebtedness generally).

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The 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, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) 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 thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “Knowledge” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.06 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.07 Available Amount Transactions. If more than one action occurs on any given date the permissibility of the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously, *i.e.*, each transaction must be permitted under the Available Amount as so calculated.

1.08 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, the Consolidated Leverage Ratio shall be calculated in the manner prescribed by this Section 1.08; provided that, notwithstanding anything to the contrary in clauses (b), (c) or (d) of this Section 1.08, when calculating the Consolidated Leverage Ratio for purposes of Section 2.03(b)(i), the events described in this Section 1.08 that occurred subsequent to the end of the applicable Measurement Period shall not be given pro forma effect.

(b) For purposes of calculating the Consolidated Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Measurement Period or (ii) subsequent to such Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Measurement Period. If since the beginning of any applicable Measurement Period any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Subsidiaries since the beginning of such Measurement Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then the Consolidated Leverage Ratio shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Borrower and may include, for the avoidance of doubt, the amount of cost savings and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of such period and as if such cost savings and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits theretofore realized during such period from such actions; provided that (A) such amounts are reasonably identifiable, quantifiable and supportable in the good faith judgment of the Borrower, (B) such actions are taken, committed to be taken or expected to be taken no later than twelve (12) months after the date of such Specified Transaction, (C) no amounts shall be added pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period and (D) the aggregate amount of cost savings and synergies added pursuant to this clause (c) for any such period after the Closing Date shall not exceed 10% of Consolidated EBITDA for such Measurement Period (giving pro forma effect to the relevant Specified Transaction (but not to any cost savings or synergies)).



(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Consolidated Leverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Measurement Period or (ii) subsequent to the end of the applicable Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Measurement Period.

1.09 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.03(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## ARTICLE II THE COMMITMENTS AND BORROWINGS

### 2.01 The Loans.

(a) First-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a First-Out Term Loan Commitment severally and not jointly agrees to make a First-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's First-Out Term Loan Commitment by an exchange of its First-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the First-Out Term Loan Commitment of such Lender shall terminate.

(b) Second-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a Second-Out Term Loan Commitment severally and not jointly agrees to make a Second-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's Second-Out Term Loan Commitment by an exchange of its Second-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the Second-Out Term Loan Commitment of such Lender shall terminate.

(c) [On the Closing Date and subject to the satisfaction of the conditions precedent set forth in Section 4.01 hereof, pursuant to the terms of the Plan of Reorganization and Confirmation Order, each Lender shall be deemed to have exchanged on a dollar-for-dollar basis, pro rata among all applicable Lenders in accordance with their First-Out DIP Term Loans and Second-Out DIP Term Loans, First-Out DIP Term Loans and Second-Out DIP Term Loans into the First-Out Term Loans and Second-Out Term Loans, respectively, to be made by such Lender hereunder. The Borrower may not reborrow any portion of the Term Loans once repaid or prepaid.]

(d) Each Lender having an Incremental Term Loan Commitment severally agrees, subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the applicable Additional Credit Extension Amendment, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment. Each Incremental Term Borrowing shall consist of Incremental Term Loans made simultaneously by the applicable Incremental Term Lenders in accordance with their respective Incremental Term Loan Commitments.

(e) Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans may be Base Rate Loans or Term Benchmark Loans as further provided herein. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

#### 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term Benchmark Loans shall be made upon the Borrower's irrevocable delivery to the Administrative Agent of a Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) in the case of a Term Benchmark Borrowing, three U.S. Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term Benchmark Loans or of any conversion of Term Benchmark Loans to Base Rate Loans, and (ii) one Business Day prior to the requested date of the Borrowing of Base Rate Loans (except that the notice of the Borrowing of Loans on the Closing Date may be provided one Business Day prior to the Closing Date). The Borrowing of, conversion to or continuation of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof (or such amount as is the remainder of the applicable Loan). The Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or such amount as is the remainder of the applicable Loan). Each Committed Loan Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, (iii) the Class of Loans to which such notice relates, (iv) the Type of Loans to be borrowed, and (v) if applicable, the duration of the Interest Period with respect thereto. Each Conversion/Continuation Notice shall specify the Class of Loans to which such notice relates and (i) whether the Borrower is requesting a conversion of Loans from one Type to the other, or a continuation of Term Benchmark Loans, (ii) the requested date of the conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be converted or continued, (iv) if applicable, the Type of Loans to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice of a conversion or continuation in a Conversion/Continuation Notice, then the Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term Benchmark Loans. If the Borrower requests a Borrowing of Term Benchmark Loans in any such Committed Loan Notice or a conversion to or continuation of Term Benchmark Loans in a Conversion/Continuation Notice, but fails

to specify an Interest Period, the Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice by the Administrative Agent, the Administrative Agent shall promptly notify each applicable Lender of the amount of its share of such Loan (based on the respective Commitments of the Lenders of the applicable Class) with respect to the Loans referred to in such Committed Loan Notice, and if no timely notice of a conversion or continuation in a Conversion/Continuation Notice is provided by the Borrower, the Administrative Agent shall notify each such Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). Each applicable Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the conditions set forth in Section 4.01 (or, if such Borrowing is an Incremental Term Borrowing, the conditions set forth in the applicable Additional Credit Extension Amendment and Section 2.12), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds on the day of receipt by the Administrative Agent either by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Term Benchmark Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the calculation of the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to all Loans.

### 2.03 Prepayment.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay any Borrowing. All voluntary prepayments shall be applied first towards repayment of any outstanding First-Out Term Loans and then, following payment in full of the First-Out Term Loans, to the repayment of the Second-Out Term Loans, in each case on a *pro rata* basis; provided, however, that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans and (B) one Business Day prior to any date of prepayment of Base Rate Loans, (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, or in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess, or in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid and, if Term Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's share of such prepayment (which shall be based on the respective principal amounts of Loans of the applicable Class held by each Lender). If such notice is given by the Borrower, the Borrower shall

make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein except that, subject to Section 3.05, any such notice in connection with a refinancing of all Loans may be conditioned upon obtaining the proceeds of a new financing. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Optional prepayments of the Loans of any Class shall be applied against the remaining scheduled installments of principal due in respect of the Loans of such Class as directed by the Borrower (or, if the Borrower shall fail to provide such direction, in direct order of maturity against the remaining scheduled installments due in respect of the Loans and Other Term Loans under Section 2.05).

(b) Mandatory.

(i) Within five Business Days after financial statements have been (or were required to have been) delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been (or is required to have been) delivered pursuant to Section 6.02(a), the Borrower shall prepay an aggregate principal amount of Loans equal to the excess (if any) of (A) 50% of Excess Cash Flow for the Fiscal Year of Holdings (commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger) covered by (or which would have been covered by) such financial statements over (B) the aggregate principal amount of Loans prepaid or repaid pursuant to Section 2.03(a) or Section 2.05 during the Fiscal Year of Holdings covered by (or which would have been covered by) such financial statements or in the subsequent Fiscal Year prior to the date of any required payment pursuant to this Section 2.03(b)(i), except (x) with respect to any prepayments or repayments pursuant to Section 2.03(a), to the extent such prepayments or repayments occurred in connection with a refinancing of such Loans with other Indebtedness (such prepayments to be applied as set forth in clause (b)(v) below), (y) with respect to any prepayments or repayments pursuant to Section 2.05 that were made with the proceeds of loans under the ABL Facility (the “ABL Proceeds Loans”), to the extent such ABL Proceeds Loans have not been repaid (or been repaid with a refinancing of such Loans with other Indebtedness) on or prior to the last day of Holdings’ Fiscal Year ending [March 28, 2026] or (z) if an amount is deducted pursuant to a payment made in a subsequent Fiscal Year, the same amount may not be deducted in the calculation of Excess Cash Flow in the subsequent Fiscal Year.

(ii) Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger, if the Borrower or any of its Subsidiaries Disposes of any property (other than (i) with respect only to the ABL Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the ABL Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (iv) below); provided, however, that so long as no Event of Default shall have occurred and be continuing, the Borrower or any other Subsidiary may reinvest all or any portion of such Net Cash Proceeds in the business of the Borrower or the Subsidiaries (including acquisitions and other Investments permitted under Section 7.03 and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or any portion of such Net Cash Proceeds in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds as provided above, and (C) such Net Cash Proceeds are reinvested within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Disposition constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for

the benefit of the other Secured Parties in accordance with Section 6.12, and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from other funds of the Borrower and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; and provided, further, however, that any Net Cash Proceeds not so reinvested within the time periods specified above shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(ii).

(iii) Upon the incurrence or issuance by Borrower or any of its Subsidiaries of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within one week) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below).

(iv) [Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger, Upon any Extraordinary Receipt being received by or paid to or for the account of Borrower or any of its Subsidiaries, and not otherwise included in clause (ii) of this Section 2.03(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below); provided, however, that with respect to any proceeds of insurance and condemnation awards (or payments in lieu thereof), and so long as no Event of Default shall have occurred and be continuing, such Person may apply such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such Net Cash Proceeds were received or to invest in assets that the Borrower determines in good faith are used or useful in the business of the Borrower or the Subsidiaries (including acquisitions permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or such portion of such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such cash proceeds were received or to invest in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds to replace or repair equipment, fixed assets or real property or to invest in such assets, and (C) such Net Cash Proceeds are so used within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Extraordinary Receipt constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12 and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from the other funds of Holdings and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; provided, further, however, that any cash proceeds not so applied shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(iv).]<sup>6</sup>

(v) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.03(b) shall be applied (x) first, to the First-Out Term Loans (including the principal and interest owed thereon), until repaid in full and (y) then, to the Second-Out Term Loans, until repaid in full, in each case, on a *pro rata* basis.

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<sup>6</sup> NTD: Subject to continued review.

Notwithstanding any of the other provisions of clauses (i), (ii), or (iv) of this Section 2.03(b), so long as no Default under Section 8.01(a) or Section 8.01(f) or Event of Default shall have occurred and be continuing, if, on any date on which a prepayment would otherwise be required to be made pursuant to clauses (i), (ii), or (iv) of this Section 2.03(b), the aggregate amount of Net Cash Proceeds required by such clause to be applied to prepay Loans on such date is less than or equal to \$5.0 million, the Borrower may defer such prepayment until the first date on which the aggregate amount of Net Cash Proceeds or other amounts otherwise required under clause (i), (ii), or (iv) of this Section 2.03(b) to be applied to prepay Loans exceeds \$5.0 million. Upon the occurrence of a Default under Section 8.01(a) or Section 8.01(f) or an Event of Default during any such deferral period, the Borrower shall immediately prepay the Loans in the amount of all Net Cash Proceeds received by the Borrower and other amounts, as applicable, that are required to be applied to prepay Loans under this Section 2.03(b) (without giving effect to the first sentence of this clause (v)) but which have not previously been so applied. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amount required pursuant to Section 3.05.

(vi) The Borrower shall deliver to the Required Lenders, (x) at the time of each prepayment required under this Section 2.03(b), a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (y) to the extent practicable, at least three days' prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid.

(c) The prepayments of the Loans pursuant to Section 2.03(b)(i), (ii) or (iv), to the extent the Net Cash Proceeds giving rise to the requirement to make a prepayment pursuant to one of such clauses are generated by a Foreign Subsidiary, shall be subject to (x) permissibility under local law relating to financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary and (y) restrictions in its material organizational documents and in agreements governing Indebtedness of such Foreign Subsidiary (including as a result of minority ownership) (each restriction referred to in clauses (i) and (ii), a "Restriction"). Further, there will be no requirement to make any such prepayment where a Responsible Officer of the Borrower delivers a certificate to the Administrative Agent stating that it would incur a material tax liability by doing so, including a material deemed dividend pursuant to Section 956 of the Internal Revenue Code. The non-application and nonpayment of any prepayment amounts pursuant to Sections 2.03(b)(i), (ii) or (iv) as a consequence of this Section 2.03(c) will not, for the avoidance of doubt, constitute a Default or an Event of Default, and such prepayment amounts shall be available for working capital purposes of Borrower and its Subsidiaries as long as not required to be prepaid in accordance with the following provisions. Borrower and its Subsidiaries will use and shall procure that any of their Subsidiaries will use commercially reasonable efforts to overcome or eliminate any Restrictions and/or minimize any such costs of prepayment and/or use the other cash resources of Borrower and its Subsidiaries (subject to the considerations above) to make the relevant prepayment. If at any time within one year of a prepayment being forgiven due to a Restriction, such Restriction is removed, any relevant proceeds will at the end of the then current Interest Period (or, if Base Rate Loans are then outstanding, immediately) be applied in accordance with the applicable prepayment provision above (net of any reasonable costs, expenses or taxes incurred by Borrower and its Subsidiaries and arising exclusively as a result of compliance with the preceding sentence).

(d) In the event that an Applicable Premium Event occurs, the Borrowers shall pay the Applicable Premium in respect of Term Loans subject to such Applicable Premium Event to the Administrative Agent, for the ratable account of each of the Lenders.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if an Applicable Premium Event occurs, the Applicable Premium, if any, determined as of the date of such acceleration will also be due and payable and will be treated and deemed as though the Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Applicable Premium payable in accordance with this Section 2.03(d) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the prepayment date, and the Borrowers and Guarantors agree that it is reasonable under the circumstances currently existing. The Applicable Premium shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). THE BORROWERS AND GUARANTORS EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrowers and Guarantors expressly agree that (i) the Applicable Premium is reasonable and the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (ii) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.03(d), (v) their agreement to pay the Applicable Premium is a material inducement to the Lenders to provide the Commitments and make the Loans, and (vi) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment date.

2.04 Termination or Reduction of Commitments.

(a) Each Lender's First-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any First-Out Term Loans made by such Lender in accordance with Section 2.01(a) in respect of such applicable First-Out Term Loan Commitments.

(b) Each Lender's Second-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any Second-Out Term Loans made by such Lender in accordance with Section 2.01(b) in respect of such applicable Second-Out Term Loan Commitments.

2.05 Repayment of Loans.

The Borrower shall repay to the Administrative Agent for the ratable account of each Lender on the Maturity Date, the entire outstanding principal amount of, and all accrued but unpaid interest on, the Loan and all other Obligations then due and payable (of any).

2.06 Interest.

(a) Subject to the provisions of Section 2.06(d), (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR Rate for such Interest Period plus the Applicable Margin and (ii) each

Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) With respect to the First-Out Term Loans, prior to the occurrence of the Cash Pay Trigger, interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin shall be paid “in kind” on each First-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the First-Out Term Loans outstanding on such First-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such First-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the First-Out Term Loans for all purposes hereunder, including accruing interest and other payments on First-Out Term Loans) and the remaining interest payable on such First-Out Term Loans Interest Payment Date shall be paid in cash. Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin in cash (and not “in kind”) on any First-Out Term Loan Interest Payment Date by delivering a written notice to the Administrative Agent in substantially the form of Exhibit K hereto (a “Cash Pay Notice”), no later than five (5) Business Days prior to such First-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable First-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the First-Out Term Loan Interest Payment Date specified therein, and not to any subsequent First-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent First-Out Term Loan Interest Payment Date. Notwithstanding the foregoing, upon satisfaction of the Cash Pay Trigger all accrued and unpaid interest with respect to the First-Out Term Loans (including if accrued prior to the occurrence of the Cash Pay Trigger) shall be paid in cash.

(c) With respect to the Second-Out Term Loans, interest accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin shall be paid “in kind” on each Second-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the Second-Out Term Loans outstanding on such Second-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such Second-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the Second-Out Term Loans for all purposes hereunder, including accruing interest and other payments on Second-Out Term Loans) and the remaining interest payable on such Second-Out Term Loans Interest Payment Date shall be paid in cash; provided, that, with the prior written consent of the Required Lenders, all accrued interest with respect to the Second-Out Term Loans may be paid “in kind” (“Second-Out PIK Election”). Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of the accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin in cash (and not “in kind”) on any Second-Out Term Loan Interest Payment Date by delivering a Cash Pay Notice to the Administrative Agent in substantially the form of Exhibit K hereto, no later than five (5) Business Days prior to such Second-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable Second-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the Second-Out Term Loan Interest Payment Date specified therein, and not to any subsequent Second-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent Second-Out Term Loan Interest Payment Date.

(d) If any amount owed under this Agreement is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate



to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each First-Out Term Loan or Second-Out Term Loan Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.07 Fees. The Borrower shall pay to the Administrative Agent for their own respective account fees in the amounts and at the times specified in the Administrative Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.08 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Administrative Agent's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each 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, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.09 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent in the ordinary course of business. In addition, each Lender may record in such Lender's internal records an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.10 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in

Dollars and in immediately available funds not later than 1:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Loans 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 Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof or thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.04(c).

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

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees in respect of the First-Out Term Loan then due hereunder, ratably among the parties entitled, third (ii) second, toward payment of principal in respect of the First-Out Term Loans then due hereunder, ratably among the parties entitled thereto, (iii) third, towards payment of interest and fees in respect of the Second-Out Term Loan then due hereunder, ratably among the parties entitled and (iv) fourth, toward payment of principal in respect of the Second-Out Term Loans then due hereunder, ratably among the parties entitled thereto.

2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.11 shall not be construed to apply to (x) any payment made by the Borrower 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 to any assignee or participant in accordance with this Agreement.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrange-

ments may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.12 Incremental Term Loan Commitments.

(a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount not to exceed the Incremental Term Loan Amount from one or more Incremental Term Lenders, which may include any existing Lender; provided that each Incremental Term Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent to the extent such consent would be required for an assignment to such Lender pursuant to Section 11.06(b). Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of \$1.0 million and a minimum amount of \$5.0 million or such lesser amount equal to the remaining Incremental Term Loan Amount), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective, and (iii) whether such Incremental Term Loan Commitments are commitments to make additional Term Loans or commitments to make term loans with terms different from the Loans (“Other Term Loans”).

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Lender. Each Additional Credit Extension Amendment pursuant to this Section 2.12 shall specify the terms of the Incremental Term Loans to be made thereunder; provided that, without the prior written consent of the Required Lenders, (i) the final maturity date of any Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no earlier than the Maturity Date of the Term Loans, (ii) the weighted average life to maturity of the Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no shorter than the weighted average life to maturity of the then already outstanding Term Loans, (iii) any Incremental Term Loans shall rank (A) *pari passu* in right of payment to the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (B) with respect to secured by the Collateral on a *pari passu* with the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (iv) the provisions with respect to payment of interest, original issue discount and upfront fees shall be as set forth in the applicable Additional Credit Extension Amendment; provided that if the Yield of any Incremental Term Loans exceeds the Yield of the Term Loans with respect to which such Incremental Term Loans have an equal payment priority with respect to by more than 50 basis points, then the Applicable Margin for such Term Loans having such equivalent payment priority shall be increased to the extent required so that the Yield of such Term Loans is equal to the Yield of such Incremental Term Loans minus 50 basis points and (v) all other terms (other than the amortization schedule, which, subject to clauses (i) and (ii) above, shall be determined by Borrower and the Lenders thereunder) applicable to any Incremental Term Loans shall either (i) be not materially more favorable (taken as a whole) to the Incremental Term Lenders to the terms applicable to the Term Loans or (ii) reflect market terms at the time of incurrence as reasonably determined by the Borrower. For the avoidance of doubt, no Lender shall have any obligation to provide any Incremental Term Loan. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Additional Credit Extension Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Additional Credit Extension Amendment pursuant to this Section 2.12, this Agreement and the other Loan Documents shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitment and the Incremental Term Loans evidenced thereby.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.12 unless (i) on the date of such effectiveness, the representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true in all material respects on such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (iii) the Administrative Agent shall have received (with sufficient copies for each of the Incremental Term Lenders) an officer's certificate executed by a Responsible Officer of the Borrower certifying as to compliance with preceding clauses (i) and (ii), together with (unless otherwise specified in the applicable Additional Credit Extension Amendment) legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.01, (iv) all fees and expenses owing to the Administrative Agent or the Incremental Term Lenders in connection with such Incremental Term Loan Commitment shall have been paid, and (v) the Additional Credit Extension Amendment and any other documents entered into in connection therewith shall be reasonably satisfactory to the Administrative Agent.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding Loans on a pro rata basis. This may be accomplished by requiring each outstanding Term Benchmark Borrowing to be converted into a Borrowing of Base Rate Loans on the date of each Incremental Term Loan, or by allocating a portion of each Incremental Term Loan to each outstanding Term Benchmark Loan on a pro rata basis. Any conversion of Term Benchmark Loans to Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Term Loan is to be allocated to an existing Interest Period for a Term Benchmark Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Additional Credit Extension Amendment. In addition, to the extent any Incremental Term Loans are not Other Term Loans, the scheduled amortization payments under Section 2.05 required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

2.13 [Reserved].

2.14 [Reserved].

### **ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes<sup>7</sup>.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii)

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<sup>7</sup> PH NTD: To be reviewed by Tax team.

the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

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

(e) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(e) or Section 3.01(f)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit J-1, Exhibit J-2, Exhibit J-3 and Exhibit J-4 (each such certificate, a “U.S. Tax Certificate”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable,

(iv) to the extent a Foreign Lender is not the beneficial owner of any obligations of the Loan Parties hereunder (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), duly completed copies of Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, W-8BEN-E, U.S. Tax Compliance Certificate, Form W-9 or Form W-8IMY from each beneficial owner, as applicable, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(f) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(g) FATCA. If a payment made to a Lender under any Loan Document would be subject to 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 Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties 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 Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (g), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(h) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest

paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree 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 or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Benchmark Loans, or to determine or charge interest rates based upon the Term Benchmark, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable offshore inter-bank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Benchmark Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.03, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the A Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders as provided in Section Error! Reference source not found, as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section Error! Reference source not found, or a new Committed Loan Notice in accordance with the terms of Section Error! Reference source not found, any Conversion/Continuation Notice that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Committed Loan Notice that requests a Term Benchmark Borrowing shall instead be deemed to be a Conversion/Continuation Notice or a Committed Loan Notice, as applicable, for a Borrowing of Base Rate Loans; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings



shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section Error! Reference source not found. with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section Error! Reference source not found. or a new Committed Loan Notice in accordance with the terms of Section Error! Reference source not found., any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

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

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03.

(e) 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 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 or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Borrowing of Base Rate. 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 the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.03, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

#### 3.04 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, or (B) Excluded Taxes) with respect to this Agreement or any Loan made by it; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender’s holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender

or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term Benchmark Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding loss of anticipated profits. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term Benchmark Loan made by it at the Term SOFR Rate for such Loan by a matching deposit or other borrowing in the applicable offshore interbank market for a comparable amount and for a comparable period, whether or not such Term Benchmark Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

**ARTICLE IV  
CONDITIONS PRECEDENT TO BORROWINGS**

4.01 Conditions of Initial Borrowing. The effectiveness of this Agreement and the obligation of each Lender to make its Term Loan hereunder on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement, the Perfection Certificate, and the Administrative Agent Fee Letter by each of the parties thereto;

(ii) the Security Agreement and the Pledge Agreement, the Swedish Pledge Agreement, each duly executed by each Loan Party party thereto, together with:

(A) the certificate representing the Pledged Equity referred to in the Swedish Pledge Agreement accompanied by an undated stock power executed in blank or endorsement (to the extent not previously delivered to the Administrative Agent),

(B) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized, and

(C) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements);

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(v) an opinion (A) of Latham & Watkins LLP, counsel to the Loan Parties and (B) Swedish counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent;

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.01(c) and (d) have been satisfied;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(viii) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(ix) a copy of the ABL Credit Agreement executed by the parties thereto;

(x) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xi) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xii) duly executed payoff letters, in form and substance reasonably satisfactory to it, confirming that the (i) Existing DIP Facility, (ii) ABL DIP Facility, and (iii) Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being released; and

(xiii) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) Evidence satisfactory to the Administrative Agent that the ABL DIP Facility, Existing DIP Facility, and Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being, released.

(c) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(d) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(e) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

(f) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(g) (i) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order; and (ii) all conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied (or waived in accordance with the terms of the Plan of Reorganization).

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions of All Borrowings. The obligations of the Lenders to make any Loans after the Closing Date are subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent’s receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(b) and (c) have been satisfied;

(b) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the date of Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(c) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(d) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.02, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders on the Closing Date that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the ABL Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect; No Internal Control Event.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and the Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Since [December 24, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).



(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.07(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.07(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee, as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.07(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(iii) Schedule 5.07(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.08 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been released, discharged or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used,

treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.09 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (i) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (ii) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.10 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of

any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan; and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.11 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.11, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.11 free and clear of all Liens except those created under the Collateral Documents and the ABL Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date, no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.11.

5.12 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.13 Disclosure. No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.14 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.15 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.15 (as supplemented by any Perfection Certificate Supplements delivered pursuant to Section 6.02(e)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the

knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copy-right now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.15, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.16 Solvency. As of the Closing Date, on a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.17 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (i) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (ii) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (iii) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the satisfaction of the Discharge of ABL Obligations, the representations made in this Section 5.19 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

5.20 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.21 Plan Assets. None of the Borrower or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

## ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Reports. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within (i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105 days after the end of each Fiscal Year of Holdings thereafter<sup>8</sup>, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders’ equity (if available) and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024), a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such

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<sup>8</sup> NTD: Company is requesting extra time for the first year given fresh start accounting rules and the end of the FY coming up soon.

Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the following Fiscal Year, as customarily prepared by management of the Loan Parties for its internal use of Holdings and its Subsidiaries;

(d) [reserved]<sup>9</sup>;

(e) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with fiscal month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(f) [Reserved];<sup>10</sup> and

(g) Minimum Liquidity. No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the Liquidity of the Loan Parties and their Subsidiaries as of the last Business Day of such prior calendar month.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statements for the period ending [March 31,

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<sup>9</sup> NTD: This shouldn't be necessary given there won't be any Unrestricted Subsidiaries.

<sup>10</sup> NTD: Although this is in the term sheet, the company would prefer not to have it since the lenders should have access to information as shareholders. We also don't want to have this for purposes of a refinancing since new lenders will expect the same reporting.

2025]), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(d) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(e) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.07(c), 5.07(d)(i) and 5.07(d)(ii), including an identification of all real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, and (ii) a report supplementing Schedules 5.07(e), 5.11 and 5.15 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(f) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in (i) any Loan Party's name, (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(g) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under

applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(h) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(i) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower’s website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower’s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (i) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders may be “public-side” Lenders (*i.e.*, Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a “Public Lender”). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”



6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent, who shall promptly notify the Lenders:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws; and

(c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

Each notice pursuant to Section 6.03(a) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and

in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause), and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds in accordance with Section 2.03(b) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Secured Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Secured Parties

for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Secured Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Secured Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Secured Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Secured Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Subsidiaries, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10, none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

6.11 Use of Proceeds. Use the proceeds of (a) the Loans made on the Closing Date solely to refinance all Indebtedness under the Borrower's Existing DIP Facility and (b) the Incremental Term Loans only for the purposes specified in the applicable Additional Credit Extension Amendment.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs) by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 45 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(ii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 45 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third-party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed

in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "Mortgage Policy"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary that is a Subsidiary of any obligations under the ABL Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of ABL Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the "collateral agent" for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

6.13 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be

granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.14 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.15 Designation as Senior Debt. Designate all Obligations as "Designated Senior Indebtedness" (or any similar term) under, and defined in, any Subordinated Indebtedness of any Loan Party which contains such designations.

6.16 Ratings. Use commercially reasonable efforts to cause each of the First-Out Term Loans and the Second-Out Term Loans and the Borrower's corporate credit to be rated (and then to continue to be rated) by S&P and Moody's within 30 days of the Closing Date; provided that no particular ratings shall be required.

6.17 Post-Closing Matters.

(a) [Within seven (7) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the certificates representing the Pledged Equity referred to in the Pledge Agreement accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank or with other appropriate instruments of transfer (to the extent not previously delivered to the Administrative Agent).]

(b) [Within thirty (30) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the insurance endorsements as required under Section 6.07 and the Security Agreement (to the extent not previously delivered to the Administrative Agent).]

## ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than (i) any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement and (ii) Obligations under Other Liabilities), the Borrower shall not, (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "Permitted Liens"):

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated

by Section 7.02(f), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);

(c) Liens for taxes not yet due or which are the subject of a Permitted Protest;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are the subject of a Permitted Protest;

(e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(h); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the ABL Facility having the priority set forth in the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or

similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding “true” operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than sixty (60) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties Subsidiaries permitted by Section 7.02;

(s) Liens on the Collateral securing Indebtedness permitted by Section 7.02(b);

(t) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed the greater of (x) \$52.5 million and (y) 70% of Consolidated EBITDA;

(u) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(v) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(w) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

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

(y) Liens on the Collateral securing Indebtedness permitted by Section 7.02(k).

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (A) any Indebtedness of Holdings, the Borrower or any other Loan Party incurred after the Closing Date owed to Holdings, the Borrower or any Subsidiary thereof shall be subordinated in right of payment to the Obligations [pursuant to the Intercompany Note] and (B) no Commitments shall be issued and no Loans hereunder may be borrowed if the purpose of such issuance or



borrowing is to cause Lenders who do not constitute Required Lenders to constitute Required Lenders following such issuance or borrowing.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as "Permitted Indebtedness"):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) [Reserved];

(c) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower, and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute "Pledged Debt" under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(d) Indebtedness under the Loan Documents;

(e) Indebtedness of the Loan Parties under the ABL Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) in an aggregate principal amount at any time outstanding not to exceed \$140.0 million;

(f) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(g) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(h) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate principal amount of all such Indebtedness at any one time outstanding shall not exceed the greater of (x) \$50.0 million and (y) 66.7% of Consolidated EBITDA;

(i) Permitted Holdco Debt;

(j) Indebtedness of any Person that becomes a Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(k) [Ratio / Incremental Equivalent Debt];<sup>11</sup>

(l) additional Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$52.5 million and (y) 70% of Consolidated EBITDA at any time outstanding;

(m) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate principal amount at any time outstanding not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) the greater of (x) \$100 million and (y) 133% of Consolidated EBITDA outstanding at any time; and

(n) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$20.0 million and (y) 25% of Consolidated EBITDA outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c) (i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries, (ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment, (iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties ((including Foreign Subsidiaries), and (iv) so long as no Default or Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount when taken together with all purchases and acquisitions referred to in Section 7.03(h)(ii), during the term of this Agreement not to exceed (A) the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal or capital on any such Investment,

<sup>11</sup> NTD: to match the Incremental Term Loan Amount Ratio.

purchases or acquisitions made pursuant to this Section 7.03(c)(iv) or Section 7.03(h)(ii) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(h)(ii)(y) or Section 7.03(l)(x)) plus (B) an amount equal to the amount of cash distributions to the Borrower or a Subsidiary Guarantor following the Closing Date from the Foreign Subsidiaries that has not been redistributed to any Foreign Subsidiary;

(d) 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, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.07(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) the purchase or other acquisition of all of the Equity Interests in, or all or substantially all of the property, or assets comprising a business unit, of, any Person; provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(h) (each such purchase or acquisition, a "Permitted Acquisition");

(i) any such newly-created or acquired Subsidiary as a result of any such transaction shall comply with the applicable requirements of Section 6.12;

(ii) any such purchase or other acquisition that, upon the consummation thereof, does not result in the assets or property so purchased or acquired being wholly-owned directly by the Borrower or one or more Subsidiary Guarantors or, in the case of any acquisition of Equity Interests that does not result in the Person(s) so acquired becoming a Subsidiary Guarantor(s), in each case, within 45 days after such purchase or acquisition shall not exceed, together with all such other purchases or other acquisitions and all Investments referred to in Section 7.03(c), the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal on capital on any acquisition, purchase or Investment made pursuant to this Section 7.03(h)(ii) or Section 7.03(c)(iv) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(A) or 7.03(l)(x));

(iii) [reserved];

(iv) immediately before and immediately after giving effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing; and

(v) the Borrower shall have delivered to the Administrative Agent, on or prior to the date on which any such purchase or other acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (h) have been satisfied or will be satisfied on or prior to the consummation of such purchase

or other acquisition (other than the requirements of clause (i), which will be satisfied as required by Section 6.12);

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower, and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Subsidiaries not exceeding (x) the greater of (A) \$50.0 million and (B) 66.7% of Consolidated EBITDA in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Subsidiaries of principal or capital of any such Investment or (y) the greater of (A) \$50.0 million and (B) 66.7% of Consolidated EBITDA in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(c)(iv) or 7.03(h)(ii) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) so long as no Event of Default shall have occurred and be continuing or would result from the making of any such Investment, Investments in an amount not to exceed the Available Amount;

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04 after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(p) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(q) Investments of any Loan Party at the time of and immediately after the incurrence of such Investment, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness is no greater than [-] to 1.00;

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(b) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(c) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(d) in connection with any acquisition permitted under Section 7.03, any Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(e) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary;

(f) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(g) any Foreign Subsidiary that is not a Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Secured Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04 (a), (b), (c), (d), (f) and (g);

(f) bulk sales or other dispositions of the inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures are approved by the board of directors of Holdings;

(g) grants (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use;

(h) Dispositions by the Borrower and the Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) [reserved] and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Subsidiary in cash or Cash Equivalents; provided, that with respect to the foregoing requirement in clause (iii), the following shall be deemed cash: (x) an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Subsidiary by a purchaser in connection with the applicable Disposition, (y) securities, notes or other obligations or assets received by the Borrower or any Restricted Subsidiary from the transferee (including earnouts and similar obligations) that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, and (z) any Designated Noncash Consideration received by the Borrower or any of its Subsidiaries in an such Disposition having an aggregate fair market value (as determined by the Borrower in good faith, which determination shall be conclusive), taken together with all other Designated Noncash Consideration received pursuant to

this clause (z), not to exceed an aggregate amount at any time outstanding equal to the greater of \$18.75 million and 25% of Consolidated EBITDA (with the fair market value (as determined by the Borrower in good faith, which determination shall be conclusive);

(i) Licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) other Dispositions in an aggregate amount not to exceed the greater of (x) \$50 million and (y) 66.7% of Consolidated EBITDA.

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).<sup>12</sup>

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as

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<sup>12</sup> NTD: Subject to continued review.

the interest expense of the Borrower and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) so long as no Event of Default shall have occurred and be continuing or would result therefrom, Borrower and each of its Subsidiaries may make other Restricted Payments at any time in an amount not to exceed the sum of (i) the greater of (x) \$25.0 million and (y) 33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any prepayments of Subordinated Indebtedness pursuant to Section 7.12(d)(i)) and (ii) if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time (for the purposes of clarity, the Available Amount under this clause (ii) cannot be used to make Restricted Payments (or payments to Holdings in order for Holdings to make) in order to make cash dividend payments on Holdings' preferred stock);

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(i) the declaration and payment of dividends on the Borrower's common stock following the first public offering of the Borrower's common stock or the common stock of any of its direct or indirect parents after the Closing Date, of up to 6.0% per annum of the net proceeds received by or contributed to the Borrower in or from any such public offering, other than public offerings with respect to the Borrower's common stock registered on Form S-4 or Form S-8; and

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) and (ii) no Event of Default occurred and was continuing.

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.



7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties involving aggregate consideration in excess of the greater of (x) \$18.75 million and (y) 25% of Consolidated EBITDA, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(c); (ii) any Investments permitted by Section 7.03; (iii) any Disposition Permitted by Section 7.05 and (iv) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of (i) [reserved], and (ii) Transaction Expenses;

(d) employment, consulting and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties otherwise permitted hereunder or the issuance of Equity Interests by Holdings, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction;

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Lenders in their respective capacities as such;

(j) transactions in which the Borrower or any of the Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on

Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the ABL Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the ABL Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.03 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Subordinated Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Subordinated Indebtedness, (b) voluntary prepayments of Subordinated Indebtedness as long as no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment, (c) refinancings and refundings of such Indebtedness in compliance with Section 7.02(b) or Section 7.02(e), as applicable and (d) payments of Subordinated Indebtedness up to the sum of (i) the greater of (x) \$25.0 million and (y)

33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any Restricted Payments made pursuant to Section 7.06(e)(i)) and (ii) an unlimited amount if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section.

7.14 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.15 Minimum Liquidity. The Loan Parties will not permit Liquidity of the Loan Parties and their Subsidiaries to be less than \$10 million as of the last Business Day of any calendar month.

## ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.11 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its

part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$15.0 million, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (e)(B) shall not apply to (1) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (2) the occurrence of an event of default under the ABL Facility (other than a payment event of default) shall not constitute an Event of Default under this paragraph (e)(B) until the earliest of (x) 30 days after the date of such event of default (during which period such event of default is not waived or cured), (y) the acceleration of the obligations under the ABL Facility or (z) the exercise of secured creditor remedies by the ABL Agent and/or lenders under the ABL Facility as a result of such event of default; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$15.0 million; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.18 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01), on the Collateral purported to be covered thereby with an aggregate fair market value for such Collateral of \$15.0 million or more, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan

Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Secured Parties;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Secured Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to the payment in full of the First-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the First-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Third, to the payment in full of the Second-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the Second-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Fourth, to the payment in full of the amounts arising under Cash Management Services and Bank Products subject to confirmation by the Administrative Agent that any calculations of termination or other payment obligations are being made in accordance with normal industry practice;

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Notwithstanding the foregoing, (a) amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this clause (a), the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Fourth above from amounts received from Qualified ECP Guarantors to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Fourth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Fourth above) and (b) Obligations arising under Cash Management Services and Bank Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable provider of Cash Management Services or Bank Products, as the case may be. Each provider of Cash Management Services or Bank Products not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a “Lender” party hereto.<sup>13</sup>

## ARTICLE IX ADMINISTRATIVE AGENT

### 9.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints [•] to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral 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 or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in

<sup>13</sup> NTD: Intercreditor provisions providing typical intercreditor rights (e.g., DIP, enforcement of remedies, etc.) for the benefit of the First-Out Term Loans to come.

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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law provided further that the Administrative Agent may seek clarification or directions from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or directions have been provided; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) 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 Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

The Agents 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, docu-



ment or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts. The Agents shall be fully justified in failing or refusing to take any action under any Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action take or failure to act pursuant thereto shall be binding upon all the Lenders.

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

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with

all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents, 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 also acknowledges that it will, independently and without reliance upon the Agents 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 any related agreement or any document furnished hereunder or thereunder. The Agents shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 [Reserved].Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement,

adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments payment in full of all Obligations (other than (A) contingent indemnification obligations for which no claim has then been asserted, (B) obligations and liabilities under Cash Management Services and (C) obligations and liabilities under Bank Products), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release 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 Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective principal amount of Loans held (or, if the Loans have been repaid, according to their respective principal amount of Loans held immediately prior to such repayment), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or as-

serted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction. Provided further that no action taken in accordance with the directions of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.13

9.14 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.15 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.16 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

## ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Secured Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys’ fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof). The Administrative Agent’s books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) 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 each such Loan Party’s obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap 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 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 shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 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.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder re those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Secured Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Secured Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Secured Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Secured Parties has any duty, and such Guarantor is not relying on the Secured Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

## ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement, any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest); provided, however, that only the consent of the Required Lenders shall be necessary for a Second-Out PIK Election in accordance with Section 2.06(c);

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(f) except as expressly permitted hereunder, release all or substantially all of the Guarantors from their obligations under the Loan Documents without the written consent of each Lender;

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender;

(h) subordinate (x) the Liens securing any of the Obligations on all or substantially all of the Collateral (“Existing Liens”) to the Liens securing any other Indebtedness or other obligations or (y) any Obligations in contractual right of payment to any other Indebtedness or other obligations (any such other Indebtedness or other obligations, to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, “Senior Indebtedness”), in either the case of subclause (x) or (y), unless each adversely affected Lender holding First-Out Term Loans has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of First-Out Term Loans that are adversely affected thereby held by each such Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, “Ancillary Fees”) as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the



Senior Indebtedness pursuant to a written offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which the Senior Indebtedness is to be provided, which offer shall remain open to each adversely affected Lender for a period of not less than five Business Days; provided, however, that (1) an amendment to permit an increase in the maximum permitted amount of Obligations under the ABL Facility shall not be restricted by this clause (h) above and (2) any subordination expressly permitted by the Intercreditor Agreement shall not be restricted by this clause (h); or

(i) amend, modify or waive any provision of this Agreement that would permit Parent or any Subsidiary or Affiliate thereof to acquire, prepay or otherwise retire (x) any First-Out Term Loans on a non-pro rata basis with respect to all other First-Out Term Loans, unless offered to all Lenders holding First-Out Term Loans on the same terms or (y) any Second-Out Term Loans on a non-pro rata basis with respect to all other Second-Out Term Loans, unless offered to all Lenders holding Second-Out Term Loans on the same terms, in each case, without the written consent of each Lender, or

(j) amend, modify or waive the last paragraph of Section 7.02 or the last paragraph of Section 7.05, without the written consent of Lenders [holding 95]% in aggregate principal amount of the Term Loans,

and provided further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent or the Collateral Agent, as applicable, under this Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except an amendment under clause (a), (b) or (c) above that directly affects the rights and obligations of such Lender.

This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and Loan Parties (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender, and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary herein contained, no provider of any Bank Product or Cash Management Service in its capacity as such (a) shall have any right to consent to any amendment, modification, termination or waiver of this Agreement or any other Loan Document (including any amendment and/or restatement of this Agreement and the other Loan Documents refinancing, replacing or restructuring the Loans and the Obligations including any increase thereof) or to contest any such amendment, modification, termination or waiver, (b) shall be deemed a Lender for any purposes of the Loan Documents, or (c) shall have any right to (i) enforce any security interest, right or remedy under any of the Loan Documents or (ii) instruct the Agents with respect to any action or inaction by the Agents with respect to the exercise of any rights or remedies under the Loan Documents or at law or equity, or

consent to or contest any such action or inaction. Except for the payment of amounts on account of Bank Products and Cash Management Services (but only to the extent the Agents shall have received sufficient funds therefor), the Agents shall have no duties or obligations to any provider of any Bank Product or Cash Management Services in its capacity as such. The provisions of this paragraph shall survive the assignment by any Lender of its Loans and Commitments.

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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 telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent or the Collateral Agent to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been

sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “Agent Parties”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Holdings, the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, the Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Conversion/Continuation Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Secured Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section 11.04 to be paid by it to the Agents (or any sub-agent thereof), or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, or such Related Party, as the case may be, such Lender's share (based on the amount of Loans held by each Lender at the time that the applicable unreimbursed expense or indemnity payment is sought or if the Loans have been repaid in full, based on the amount of Loans held by such Lender immediately prior to such repayment) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Collateral Agent, in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, 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, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section 11.04 shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section 11.04 shall survive the resignation of the Agents, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section 11.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$500,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 11.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any assignment if it does not respond to a written request for consent within 5 Business Days; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (ii) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(e) or (f);

(v) No Assignments to Certain Persons. No such assignment shall be made to Holdings, the Borrower or any of its Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, 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 Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the 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, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section 11.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b), provided such Participant agrees to be subject to Section 3.01 as though it were a Lender. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that any such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal



Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.06, whether or not such assignment or transfer is reflected in the Register, shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section 11.07, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Secured Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Secured Party or any such Affiliate to or for the credit

or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Secured Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Secured Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Secured Party or their respective Affiliates may have. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words "execution," "signed," "signature," and words of like import in this Agreement, any other Loan Document and/or any document, amendment, approval, consent, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document"), shall be deemed to include Electronic Signatures. Such signatures or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be; to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it. Without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, each party hereto shall be entitled to rely on

such Electronic Signature purportedly given by or on behalf of any other party hereto without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of any party hereto, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) each party hereto may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any party hereto, and any Related Party of any of the foregoing Persons for any liabilities arising solely from any such party's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any party hereto to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or other Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (A) If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (B) if any Lender is a Defaulting Lender, or (C) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (D) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without

recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, the Applicable Premium, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 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 LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (i) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (ii) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (iv) the Administrative Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (v) neither the Administrative Agent nor any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (vi) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 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 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 entity, 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.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BORROWER

THE CONTAINER STORE, INC.

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GUARANTORS

THE CONTAINER STORE GROUP, INC.

TCS GIFT CARD SERVICES, LLC

C STUDIO MANUFACTURING INC.

C STUDIO MANUFACTURING LLC

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER [-]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT D**

**Exit ABL Facility Credit Agreement**

***THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER THE TRANSACTION SUPPORT AGREEMENT.***

**ASSET-BASED REVOLVING CREDIT AGREEMENT**

\$140,000,000

Dated as of January [●], 2025

among

THE CONTAINER STORE, INC.,  
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,  
as Lead Arranger

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## ASSET-BASED REVOLVING CREDIT AGREEMENT

This ASSET-BASED REVOLVING CREDIT AGREEMENT (this “**Agreement**”) is entered into as of January [●], 2025, among THE CONTAINER STORE, INC., a Texas corporation (the “**Borrower**”), the Guarantors party hereto, each lender from time-to-time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), ECLIPSE BUSINESS CAPITAL LLC (“**Eclipse**”), as Administrative Agent, Collateral Agent and Lead Arranger.

### PRELIMINARY STATEMENTS:

WHEREAS, on December 22, 2024 (the “**Petition Date**”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) (collectively, the “**Chapter 11 Cases**”);

WHEREAS, on December 24, 2024, the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower entered into that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement with Eclipse, as administrative and collateral agent thereunder, and the lenders from time-to-time party thereto, pursuant to which the lenders thereunder provided a \$140,000,000 asset-based credit facility (the “**DIP ABL Facility**”);

WHEREAS, concurrent with the confirmation of an Approved Plan of Reorganization (as defined below), The Container Store Group, Inc., a Delaware corporation (“**Holdings**”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured asset-based revolving credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement (the “**ABL Facility**”);

WHEREAS, the Lenders are willing to make Committed Loans (as defined below) to the Borrower, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and are secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL Facility**” has the meaning specified in the recitals hereto.

“**ABL Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.



“**ABLSOFT**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Account**” has the meaning provided in Section 6.13(c).

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

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

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Approved Plan of Reorganization**” shall mean that certain Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, as attached to the Disclosure Statement dated December 21, 2024 and filed with the Bankruptcy Court in connection with the Chapter 11 Cases, as such plan is amended or otherwise modified in a manner reasonably acceptable to the Administrative Agent.

“**Arranger**” means Eclipse Business Capital LLC.

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

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared

as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Scheduled Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for (x) each leased Store of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State or (y) after the period provided therefor in Schedule 6.19, each distribution center of the Borrower and the Subsidiary Guarantors, in each case, other than those applicable Stores and/or distribution centers with respect to which the Collateral Agent has received a Collateral Access Agreement, (c) 50% of Customer Credit Liabilities, (d) an amount based on rent which is past due for more than ten days for any of the Borrower’s or Subsidiary Guarantors’ leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) reserves in respect of Store closings and related dispositions and liquidation sales, (f) such other reserves established in the Administrative Agent’s reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory and (j) a reserve in an amount equal to \$1,000,000 in respect of cash interest due under the Term Facility.<sup>1</sup>

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

“**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

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<sup>1</sup> NTD: The reserve in clause (j) was agreed prior to the filing date, in connection with changes to the portion of interest payable in cash in respect of the exit term loan facility.

is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bankruptcy Code**” has the meaning specified in the introductory paragraphs hereto.

“**Bankruptcy Court**” has the meaning specified in the introductory paragraphs hereto.

“**Base Rate**” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ( $\frac{1}{2}\%$ ), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“**Base Rate Committed Loan**” means a Committed Loan that is a Base Rate Loan.

“**Base Rate Loan**” means a Loan that bears interest based on the Base Rate.

“**Benchmark**” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

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

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated

syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

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

**“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such 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 for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

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

**“Benchmark Replacement Date”** means, with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer 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, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) 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, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such 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 FRB, the NYFRB, the CME Term SOFR Administrator, 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), in each case, 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 no longer, or as of a specified future date will no longer 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 Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

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

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus
- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

**“Cash Dominion Trigger Event”** means either (a) that Excess Availability is less than 15% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments, or (b) the occurrence of an Event of Default. For purposes of this Agreement, the occurrence of a Cash Dominion Trigger Event shall be deemed continuing at the Administrative Agent’s option (a) so long as any Event of Default giving rise to such Cash Dominion Trigger Event is continuing, and (b) if such Cash Dominion Trigger Event arises under clause (a) of the preceding sentence, until Excess Availability has equaled or exceeded 15% of the Borrowing Base for 30 consecutive days, in which case a Cash Dominion Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

**“Cash Equivalents”** means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

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

**“CERCLIS”** means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.



**“Change in Law”** means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender’s or L/C Issuer’s holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

**“Change of Control”** means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person) other than the Permitted Holders becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of the greater of (x) 40% or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right) and (y) a percentage that is greater than the percentage of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings that is then beneficially owned by the Permitted Holders; or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the Term Loan Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

**“Chapter 11 Cases”** has the meaning specified in the introductory paragraphs hereto.

**“Chapter 11 Debtors”** has the meaning specified in the introductory paragraphs hereto.

**“Class”** when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

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

“**Collateral**” means all of the “Collateral” and “Mortgaged Property” or “Trust Property”, as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Control Agreements, the Intercreditor Agreement, each of the Mortgages, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Sections 6.12 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December 21, 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

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

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Concentration Account**” has the meaning provided in Section 6.13(b).

“**Confirmation Order**” means [●].

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**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**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account Bank**” means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more DDAs are concentrated, and, in each case, with whom a Control Agreement has been, or is required to be, executed in accordance with the terms hereof.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

**“Credit Card Receivables Component”** means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

**“Credit Extensions”** mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

**“Credit Party”** means, individually, and **“Credit Parties”** means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

**“Credit Party Expenses”** means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

**“Customer Credit Liabilities”** means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

**“Customs Broker Agreement”** means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of

the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), a rate per annum equal to SOFR for the day (such day, a “**SOFR Determination Date**”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“**DDA**” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

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

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Default Rate**” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**Defaulting Lender**” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest

does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

**“Dilution”** means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

**“Dilution Reserve”** shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

**“DIP ABL Facility”** has the meaning specified in the introductory paragraphs hereto.

**“Disposition”** or **“Dispose”** means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

**“Disqualified Equity Interests”** means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or sales event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), or is redeemable at the option of the holder thereof, in whole or in part (other than solely for Qualified Equity Interests), in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

**“Dividing Person”** has the meaning specified in the definition of “Division.”

**“Division”** means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

**“Division Successor”** means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

**“Dollar”**, **“dollars”** and **“\$”** mean lawful money of the United States.

**“Domestic Subsidiary”** means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

**“Drawing Document”** means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

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

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

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

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

**“Eligible Accounts”** means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent’s option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;

(b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;

(c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;

(d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;

(e) [reserved];

(f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;

(g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;

(h) it is payable in a currency other than Dollars or Canadian Dollars;

(i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;

(j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien described in Section 7.01(d);

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account



Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a "Business Activity Report" (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Assignee**” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are subject to holdbacks (provided, that such Accounts shall only be ineligible to the extent of any such

holdbacks), are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.12 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

**“Eligible In-Transit Inventory”** means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

**“Eligible Inventory”** means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;

(b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;

(c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located (x) in the United States of America (excluding Puerto Rico and other territories or possessions of the United States) or (y) at a location that is owned or leased by the Borrower or a Subsidiary Guarantor, except, in the case of clause (y), to the extent that the Borrower or the Subsidiary Guarantors have furnished the Administrative Agent with (i) any UCC financing statements or other documents that the Administrative Agent may determine to be necessary to perfect its security interest in such Inventory at such location, and (ii) after the period provided therefor in Schedule 6.19, a Collateral Access Agreement executed by the Person owning such location on terms reasonably acceptable to the Administrative Agent against the Eligible Inventory held at such location; provided, that in order for Inventory at a location to be deemed Eligible Inventory, after the period provided therefor in Schedule 6.19, Collateral Access Agreements are strictly required if such location is a distribution center or warehouse (excluding any warehouse or other storage facility utilized by a store location for storage of inventory after shipment from a distribution center if the Cost of Inventory at such warehouse or other storage facility is less than \$2.0 million), and for locations other than distribution centers and warehouses, such a Collateral Access Agreement shall be so required after the period provided therefor in Schedule 6.19 only if the Cost of the Inventory at such location is greater than \$2.0 million;

(d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving,

or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower's or a Subsidiary Guarantor's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are "zero-quantity" or "zero-cost" items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;

(e) Inventory that (i) is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties or (ii) is subject to any Lien other than a Permitted Liens solely of the type described in Sections 7.01(a), 7.01(c) and 7.01(d);

(f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;

(h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;

(i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

**"Eligible Letter of Credit"** means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

**"Enhanced Collateral Trigger Event"** means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

**“Environmental Laws”** means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

**“Environmental Liability”** means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries 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 pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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

**“Equity Interests”** means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

**“ERISA Event”** means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or

Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

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

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
  - (i) the Borrowing Base; or
  - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

“**Excluded Account**” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) escrow, trust or other fiduciary accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards, (g) cash collateral accounts securing obligations to the extent permitted to be cash collateralized hereunder and (h) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“**Excluded Property**” means (i) any permit, lease, license or contract held by any Loan Party that validly prohibits the creation by such Loan Party of a security interest therein; (ii) any property or assets held by any Loan Party to the extent that any requirement of Law applicable thereto prohibits the creation of a security interest therein; (iii) equipment owned by any Loan Party on the date hereof or hereafter acquired that is subject to a Lien securing indebtedness incurred for purposes of financing such item of equipment (a “**Purchase Money Obligation**”) or Capital Lease Obligation permitted to be incurred pursuant to Section 7.02 if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such equipment; and (iv) any property for which attaching a security interest would result in the forfeiture of the applicable Loan Party’s rights over the property (including any intent-to-use application for trademark or service mark registration prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law); provided, that (a) such property shall constitute “Excluded Property” only to the extent and for so long as, in each case described in clauses (i) through (iv) of this definition, such permit, lease, license, contract or other agreement, requirement of Law, or negative pledge provision applicable thereto validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (after giving effect to

Sections 9-406, 9-407(a), 9-408, and 9-409 of the UCC or other similar provisions of applicable law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute “Excluded Property” and (b) Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property (unless such proceeds, substitutions or replacements would otherwise constitute Excluded Property). Except with respect to the Swedish Pledge Agreement and as specified by the Collateral Agent, no Loan Party shall be required to take any action under the Law of any non-U.S. jurisdiction to create or perfect a security interest in any assets located outside the United States or any other assets that require such action, including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required), including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required).

“**Excluded Swap Obligation**” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’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 such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“**Excluded Taxes**” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“**Existing Letters of Credit**” means the Letters of Credit set forth on Schedule 2.03.

“**Facility**” means the Commitments, Loans and other Credit Extensions under this Agreement.

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

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be



set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

**"Fee Letter"** means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

**"Fee Recipient"** means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

**"First Priority"** means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to, in the case of Mortgages, Permitted Encumbrances).

**"Fiscal Month"** means any fiscal month of any Fiscal Year.

**"Fiscal Quarter"** means any fiscal quarter of any Fiscal Year.

**"Fiscal Year"** means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

**"Flood Documentation"** means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed "life-of-loan" Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, 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 Collateral Agent, on behalf of the Credit Parties, as additional insured and loss payee/mortgagee and (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 (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

**"Flood Insurance Laws"** means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

**"Floor"** means 2.00%.

**"Foreign Lender"** means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority

to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

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

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

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

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

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

“**Guarantee**” means, as to any Person, without duplication (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or

in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, 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 or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower.

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all outstanding letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments issued or created by or for the account of such Person;
- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, (ii) any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and (iii) accruals for payroll and other liabilities in the ordinary course of business);

- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness of such Person;
- (g) all obligations of such Person to in respect of Disqualified Equity Interests; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of the date hereof, by and among the Collateral Agent and the Term Loan Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Scheduled Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Scheduled Maturity Date.

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of

said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time such Investment is made)), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of capital with respect to such Investment.

“**IRS**” means the United States Internal Revenue Service.

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

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

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

**“Letter of Credit Application”** means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

**“Letter of Credit Collateralization”** means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

**“Letter of Credit Disbursement”** means a payment made by an L/C Issuer pursuant to a Letter of Credit.

**“Letter of Credit Expiration Date”** means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

**“Letter of Credit Fee”** has the meaning specified in Section 2.09(c).

**“Letter of Credit Sublimit”** means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

**“Lien”** means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest 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 Estate, and any capital lease having substantially the same economic effect as any of the foregoing).

**“Liquidation”** means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the

Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“**Loan**” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“**Loan Account**” has the meaning assigned to such term in Section 2.11(a).

“**Loan Documents**” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents, (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“**Loan Parties**” means, collectively, the Borrower and each Guarantor.

“**Material Adverse Effect**” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; or (d) a material adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations to the Lenders, in each case, under the Loan Documents; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“**Material Indebtedness**” means Indebtedness (other than the Obligations) of any of Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$10.0 million; provided that the Term Facility shall be deemed to be Material Indebtedness. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“**Material Intellectual Property**” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“**Material Subsidiary**” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended fiscal quarter were equal to or greater than 5% of the consolidated total assets of Holdings and its Subsidiaries at such date, or (b) whose gross revenues for such the most recently ended four consecutive fiscal quarter period were equal to or greater than 5% of the consolidated gross revenues of Holdings and its Subsidiaries for such period, in each case determined in accordance with GAAP.

“**Maximum Rate**” has the meaning specified in Section 11.09.

“**Measurement Period**” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (a) have been, or were required to have been, delivered for the applicable fiscal period.



“**Moody’s**” means Moody’s Investors Service, Inc. and any successor thereto.

“**Mortgage**” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Credit Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“**Mortgage Policy**” has the meaning specified in Section 6.12(b).

“**Mortgaged Property**” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

**“Obligations”** means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

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

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

**“Other Taxes”** means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

**“Outstanding Amount”** means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

**“Overadvance”** means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

**“Overnight Bank Funding Rate”** means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“**Participant**” has the meaning specified in Section 11.06(d).

“**Participant Register**” has the meaning specified in Section 11.06(d).

“**Payment**” has the meaning specified in Section 9.18(a).

“**Payment Conditions**” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the Payment Conditions is being determined if, after giving effect to the taking of such action:

(a) no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment;

(b) Excess Availability for each day in the 90-day period prior to such action and on the date of such proposed action (after giving pro forma effect to such payment or transaction) would exceed 25% of the Borrowing Base; and

(c) the Administrative Agent has received a certificate from a Responsible Officer of Borrower certifying as to the calculations and satisfaction of the conditions set forth in foregoing clauses (a) and (b) above, which calculations shall be true and correct in all material respects.

“**Payment Notice**” has the meaning specified in Section 9.18(b).

“**PBGC**” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Perfection Certificate**” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“**Perfection Certificate Supplement**” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“**Permitted Encumbrances**” has the meaning specified in the Mortgages.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative

Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes.

“**Permitted Holders**” means [●].

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and
- (d) Together with all other Permitted Overadvances then outstanding, shall not
  - (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
  - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or
  - (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders’ obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for “inadvertent Overadvances” (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such “inadvertent Overadvances” shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

**“Permitted Protest”** means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

**“Permitted Refinancing Indebtedness”** means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

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

**“Plan”** means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

**“Plan Asset Regulations”** means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

**“Platform”** has the meaning specified in Section 6.02.

**“Pledge Agreement”** means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

**“Pledged Debt”** means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

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

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

“**Public Lender**” has the meaning specified in Section 6.02.

“**Real Estate**” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“**Reference Time**” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“**Register**” has the meaning specified in Section 11.06(c).

“**Registered Public Accounting Firm**” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“**Regulation T**” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

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

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

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

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Holdings’ or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“**Sanctioned Country**” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson 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, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

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

“**Scheduled Maturity Date**” has the meaning specified in Section 2.07(a).

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

“**Second Priority**” means, with respect to any Lien purported to be created in any Term Priority Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents in accordance with the Intercreditor Agreement (subject to (a) in the case of Mortgages, Permitted Encumbrances, and (b) otherwise, Permitted Liens).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Securities Laws**” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“**Security Agreement**” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Settlement Date**” has the meaning specified in Section 2.14(a).

“**Shrink**” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

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

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.



**“SOFR Rate Day”** has the meaning specified in the definition of “Daily Simple SOFR”.

**“Solvent”** and **“Solvency”** mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

**“Standard Letter of Credit Practice”** means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

**“Stated Amount”** means at any time the maximum amount for which a Letter of Credit may be honored.

**“Store”** means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

**“Subordinated Indebtedness”** means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

**“Subsidiary”** of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

**“Subsidiary Guarantors”** means collectively, all Subsidiaries of the Borrower other than (i) any Foreign Subsidiary, (ii) any Subsidiary owned directly or indirectly by a Foreign Subsidiary or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

**“Supermajority Lenders”** means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

**“Survey”** means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.08(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

**“Swap Contract”** means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

**“Swap Obligation”** means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined

based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“**Swedish Credit Facility**” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“**Swedish Pledge Agreement**” means that certain Share Pledge Agreement to be entered into after the Closing Date (in accordance with Section 6.19) between the Borrower, as pledgor, and the Collateral Agent.

“**Swing Line**” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“**Swing Line Lender**” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“**Swing Line Loan**” has the meaning specified in Section 2.04(a).

“**Swing Line Sublimit**” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“**Synthetic Debt**” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“**Term Benchmark**” 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 Term SOFR Rate.

“**Term Facility**” shall mean the term loan credit facility evidenced by the Term Loan Documents, including commitments and loans thereunder.

“**Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the Term Loan Agreement.

**“Term Loan Agreement”** shall mean that certain Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

**“Term Loan Documents”** shall mean the Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

**“Term Loan Obligations”** shall mean the “Obligations” as defined in the Term Loan Agreement.

**“Term Loans”** shall mean the loans now or hereafter made by or on behalf of any lender under the Term Loan Agreement or by the Term Loan Agent pursuant to the Term Facility as set forth therein in the Term Loan Agreement.

**“Term Priority Collateral”** shall have the meaning specified therefor in the Intercreditor Agreement.

**“Term SOFR Determination Day”** has the meaning assigned to it under the definition of Term SOFR Reference Rate.

**“Term SOFR Rate”** means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

**“Term SOFR Reference Rate”** means, for any day and time (such day, the **“Term SOFR Determination Day”**), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

**“Title Company”** means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

**“Total Outstandings”** means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

**“Transaction”** means, collectively, (a) the execution of the Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the

Approved Plan of Reorganization, and (d) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means all fees, premiums, costs and expenses incurred or payable by Holdings or any Subsidiary of Holdings in connection with the closing of the Transactions.

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

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” 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.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“**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 Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“**U.S. Government Securities Business Day**” means any day except for (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. Special Resolution Regimes”** has the meaning specified in Section 11.22.

**“U.S. Tax Compliance Certificate”** has the meaning specified in Section 3.01(g)(iii).

**“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.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The 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, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) 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 thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. **“Knowledge”** shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

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

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this

Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

## ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

### 2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a "**Committed Loan**") to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender's Commitment, or (y) such Lender's Applicable Percentage of the Borrowing Base; and



(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan

Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

### 2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Scheduled Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the

Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by, and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Scheduled Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

#### 2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a "Swing Line Loan") to the Borrower from time



to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender's Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing

promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

#### 2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately

prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), **Error! Reference source not found,** (i) or [(i)]), whether or not a Cash Dominion Trigger Event then exists, shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

#### 2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

#### 2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the date that is thirty-six (36) months from the Closing Date (the "**Scheduled Maturity Date**"). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Scheduled Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no

claim has been asserted), and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Scheduled Maturity Date and in accordance with Section 2.04(c).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to a 0.50% per annum (the "Commitment Fee Rate"), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. 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, subject to Section 2.12(a), bear interest for one 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. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for

the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

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

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower 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 Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.



2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, 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 hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

**ARTICLE III  
TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term “Lender” in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender’s Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to

the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable 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 Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) 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. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

- (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,
- (ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. 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 Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties 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 Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the

Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree 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 or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender 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 subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this

Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) 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 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 or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Borrowing of Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any

determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

#### **ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement and the Perfection Certificate by each of the parties thereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;



(iii) the Security Agreement, the Pledge Agreement and the Intellectual Property Security Agreement, each duly executed by each Loan Party thereto, together with:

(A) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(B) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters, and UCC-3 termination statements); and

(C) evidence that all action required to perfect the Collateral Agent's security interest in the Intellectual Property of the Loan Parties that own Intellectual Property registered in the United States Patent & Trademark Office or the United States Copyright Office has been or will be taken;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) an opinion of Latham & Watkins LLP, counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(ix) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the DIP ABL Facility [and any existing Indebtedness or other obligations to be repaid and/or terminated on the Closing Date];

(xi) copies of documentation for the Term Facility, which documentation shall include the Term Loan Agreement and all exhibits and schedules thereto and the Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date;

(xii) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xiii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xiv) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than [December 28, 2024].

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of Term Loans on the Closing Date), Excess Availability shall be no less than \$[●].

(g) The Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming an Approved Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (i) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Approved Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect.

(h) An Approved Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Closing Date.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization (to the extent such concepts exist in such jurisdiction), (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing (to the extent such concepts exist in such jurisdiction) or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party’s name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person’s Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict,

breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Collateral Documents) and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since [December 22, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies many of which are beyond the control of the Loan Parties, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

#### 5.09 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property

currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to

have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction’s financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens except those created under the Collateral Documents and the Term Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under

any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, financial estimates, forecasts or other forward-looking information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. On a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent

5.19 [Reserved].

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has



made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (a) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (b) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the Discharge of Term Obligations, the representations made in this Section 5.21 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

**ARTICLE VI  
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 90 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and

its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes; and

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (a), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(a), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of

Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(k) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (a) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the

Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “**Borrower Materials**”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “**Platform**”) and (2) certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a “**Public Lender**”). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of \$1.0 million;

(f) of any change in Holdings' or the Borrower's chief executive officer or chief financial officer;

(g) any termination, withdrawal or resignation of Holdings' or the Borrower's Registered Public Accounting Firm; and

(h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization with respect to the maintenance of good standing status of any Loan Party (other than the Borrower), it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause) and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, whether or not a Cash Dominion Trigger Event then exists, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year,

such proceeds, in their entirety, shall be delivered to the Borrower, unless a Cash Dominion Trigger Event is then occurring, in which event such proceeds shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding balance of Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10(a), none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is



prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Loan Parties, (ii) to refinance in full, on the Closing Date, the DIP ABL Facility, (iii) to pay Transaction Expenses, and (iv) for general corporate purposes, in each case, solely to the extent in accordance with and subject to the Loan Documents. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Domestic Subsidiary by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 30 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in

Section 4.01(a)(iii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 30 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Credit Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) a fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "**Mortgage Policy**"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary of any obligations under the Term Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of Term Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the “**collateral agent**” for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

### 6.13 Cash Management.

(a) On or prior to the thirtieth (30<sup>th</sup>) day following the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion):

(i) deliver to the Administrative Agent copies of notifications (each, a “**Credit Card Notification**”) substantially in the form attached hereto as Exhibit J which have been executed on behalf of such Loan Party and delivered to such Loan Party’s credit card clearinghouses and processors listed on Schedule 6.12; and

(ii) enter into a deposit account control agreement (each, a “**Control Agreement**”) in form and substance reasonably acceptable to the Administrative Agent with respect to each Deposit Account of any Loan Party (other than Excluded Accounts) with each Controlled Account Bank (collectively, the “**Controlled Accounts**”).

(b) Except as otherwise agreed by the Administrative Agent, each Loan Party shall require that all cash payments of Accounts (including credit card payments), Inventory and other Collateral be remitted to a Deposit Account of a Loan Party subject to a Control Agreement (the “**Concentration Account**”) no less frequently than on each Business Day, and pursuant to a cash management system reasonably acceptable to the Administrative Agent.

(c) Each Control Agreement shall require, after notice from the Collateral Agent to a Controlled Account Bank of the occurrence of a Cash Dominion Trigger Event (and until the Collateral Agent notifies such Controlled Account Bank that such Cash Dominion Trigger Event has terminated), the ACH or wire transfer no less frequently than each Business Day (and whether or not there are then any outstanding Obligations) from the Concentration Account to an account designated by the Administrative Agent (the “**Administrative Agent’s Account**”).

(d) From and after the occurrence of a Cash Dominion Trigger Event and until such Cash Dominion Trigger Event is no longer continuing, the Loan Parties shall provide the Collateral Agent with an accounting of the contents of the Controlled Accounts and the Concentration Account, which shall identify, to the satisfaction of the Collateral Agent, the proceeds from the Term Priority Collateral which were deposited into a Controlled Account and swept to the Concentration Account. Upon the receipt of (x) the contents of the Controlled Accounts, and (y) such accounting, the Collateral Agent agrees to promptly remit to the agent under the Term Facility the proceeds of the Term Priority Collateral received by the Administrative Agent.

(e) The Loan Parties hereby acknowledge and agree that (i) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the Loan Parties have no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall at all times be collateral security for all of the Obligations and (iii) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the funds on deposit in the Concentration Account shall be applied as provided in this Agreement, and in any event, two (2) Business Days after Administrative Agent's receipt of such funds in the Administrative Agent's Account. In the event that, notwithstanding the provisions of this Section 6.12, any Loan Party receives or otherwise has dominion and control of any such proceeds or collections, such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into the Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(f) The Loan Parties shall cause all amounts in Deposit Accounts for specific Stores to sweep to a Concentration Account on each Business Day.

6.14 Physical Inventories. Cause at least one (1) physical perpetual "**cycle count**" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Credit Parties the rights granted or now or hereafter intended to be granted to the Credit Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 [Reserved].

6.19 Post-Closing Matters. Within the time frames set forth on Schedule 6.19, the Borrower shall deliver to the Agents the items set forth on Schedule 6.19.

## ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “Permitted Liens”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), and (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;
- (h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);
- (i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such

Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the Term Loan Obligations to the extent such Liens are subject to the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section Error! Reference source not found. hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$1.0 million; provided, that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

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

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the Term Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) not to exceed \$[115.0] million, plus (i) any “Incremental Term Loans” as defined in the Term Loan Agreement as of the Closing Date (provided, that such Incremental Term Loans shall not (x) exceed \$75.0 million in the aggregate, (y) require any cash payment of interest and/or (z) require any regularly scheduled amortization or other prepayments of principal) and (ii) the amount of any paid-in-kind interest and prepayment premiums thereon, and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such refinancing;

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and Purchase Money Obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and any Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$2.0 million;

(h) [reserved];

(i) Permitted Holdco Debt;

(j) unsecured Indebtedness of any Loan Party with no scheduled payments of principal until the date that is 6 months after the Scheduled Maturity Date; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$5.0 million;

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$1.0 at any time outstanding; provided, however, to the extent any such Indebtedness is secured, any Liens securing such Indebtedness shall not cover any ABL Priority Collateral unless such Liens are subject to a subordination and intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent); and

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$20.0 outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and its Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and



- (iv) so long as no Default or Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an amount outstanding pursuant to this clause (iv) not to exceed \$2.0 million;
- (d) 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, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- (e) Guarantees permitted by Section 7.02;
- (f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;
- (g) Investments in Swap Contracts permitted under Section 7.02(a);
- (h) [reserved];
- (i) Investments consisting of Liens, Indebtedness, Dispositions and/or Restricted Payments permitted hereunder;
- (j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;
- (k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;
- (l) other Investments by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$2.0 million at any time outstanding;
- (m) [reserved];
- (n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);
- (o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04;
- (p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Section 7.02 (h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;
- (q) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business; and
- (r) other Investments, so long as the Payment Conditions are satisfied.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) [reserved];

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if

such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) to the extent constituting a Disposition, Liens permitted by Section 7.01, Investments permitted by Section 7.03, and Restricted Payments permitted by Section 7.06;

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use to the extent such licenses do not materially interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(h) other Dispositions (other than Dispositions of assets constituting ABL Priority Collateral, unless the Administrative Agent has provided prior written consent to any such Disposition) by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$[●] million in any Fiscal Year; and

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings);

(b) the Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) to the extent constituting Restricted Payments, Holdings and its Subsidiaries may enter into and consummate Investments permitted by Section 7.03, and the Borrower may make Restricted Payments to Holdings, the proceeds of which shall be used to make payments permitted under Section 7.08(c) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(d) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(e) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(f) repurchases of Equity Interests (i) deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights; or (ii) in consideration of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options; and

(g) other Restricted Payments, so long as the Payment Conditions have been satisfied.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among the Loan Parties and any Subsidiaries of Holdings that are not Loan Parties;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03, (iii) any Disposition permitted by Section 7.05 and (iii) any Restricted Payment permitted by Section 0;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of Transaction Expenses;

(d) employment, consulting and severance agreements'

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors; provided that no such Equity Interests may constitute Disqualified Equity Interests.

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction; and

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Term Loan Lenders in their respective capacities as such.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b)

requires the grant of a Permitted Lien to secure an obligation of such Person if a Permitted Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition (so long as such sale or disposition is permitted hereunder), (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than the Term Facility or on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would, taken as a whole, would reasonably be likely to have a Material Adverse Effect. For the avoidance of doubt, any amendment, modification or waiver of the Loan Party's rights under the Term Facility shall be subject to the Intercreditor Agreement.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Permitted Indebtedness (other than Subordinated Indebtedness), (b) payments of principal and/or interest in respect of Subordinated Indebtedness, solely to the extent expressly permitted by the applicable subordination agreement, and (c) voluntary prepayments of Permitted Indebtedness so long as the Payment Conditions are satisfied.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the Term Loan Documents, and any other agreements governing other Indebtedness of the

Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) providing indemnification to officers and directors and (f) activities incidental to the businesses or activities described in clauses (a) through (e) of this Section.

7.14 Deposit Accounts. Open new DDAs or Controlled Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Control Agreements consistent with the provisions of Section 6.13, and otherwise satisfactory to the Collateral Agent; provided, however, that Control Agreements shall not be required for any Excluded Account. No Loan Party shall maintain any bank accounts or enter into any agreements with credit card processors other than the ones expressly contemplated herein or in Section 6.13 hereof.

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

## ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. (i) Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, 6.13, 6.19 or Article VII or (ii) any of the Loan Parties fails to perform or observe any term, covenant or agreement contained in Section 5.01 of the Security Agreement, or Sections 6.02 or 6.03 of the Pledge Agreement to which it is a party; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$20.0 million; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(i) Judgments. There is entered against any Loan Party or any Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or



(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) Change of Control. There occurs any Change of Control; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.12 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01, to the extent expressly permitted to be senior to such Liens), on the Collateral purported to be covered thereby, either (i) with an aggregate fair market value for such Collateral of (A) \$2.0 million or more, in the case of Term Priority Collateral, or (B) \$1.0 million or more, in the case of ABL Priority Collateral or (ii) consisting of amounts on deposit with Controlled Account Banks or of the type included in the Borrowing Base in an amount of more than \$100,000; or

(n) Cessation of Business; Liquidation Sales. (A) Except as otherwise expressly permitted hereunder, any Loan Party undertakes a material course of action, whether or not yet formally approved by any Loan Party's management, board of managers, or board of directors, to (i) suspend the operation of a material portion of its business in the ordinary course, (ii) generally suspend the payment of its obligations in the ordinary course, (iii) solicit proposals for the liquidation of, or undertake to liquidate, a material portion of its assets, or (iv) solicit proposals for the employment of, or employ, an agent or other third party to conduct a program of closings, liquidations, or "Going-Out-Of-Business" sales of a material portion of its business; or (B) a Material Adverse Effect results from any Loan Party being enjoined, restrained, or in any way prevented by court order from continuing to conduct a material portion of its business affairs in the ordinary course.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document

to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however that, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not a “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

## ARTICLE IX ADMINISTRATIVE AGENT

### 9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably

incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral 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 or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral 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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) 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 Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful

misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents 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 them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them 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 L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents

(except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger 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 L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger 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 any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations 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 L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and

their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

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

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release 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 Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the “**Reports**”), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties’ books and records, as well as on representations of the Loan Parties’ personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender’s participation in, or the indemnifying Lender’s purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent’s request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent’s instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent’s gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.



9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of

subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

#### 9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, 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 Payments received, including without limitation any defense based on "discharge for value" or any

similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer 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 (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB 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 Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

## ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other

modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) 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 each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap 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 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 shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 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.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or

of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

## ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such

provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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 telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with



ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower's use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a "signature" and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a "writing", in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnities taken as a whole and, if reasonably necessary, a single local counsel for all Indemnities taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of

an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, 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, any other Loan

Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a

portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, 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 Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the 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, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, "**Information**" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative



Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 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 LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 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 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 entity, 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.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a

proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER:**

**THE CONTAINER STORE, INC.**

By: \_\_\_\_\_

Name:

Title:

**HOLDINGS:**

**THE CONTAINER STORE GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

**SUBSIDIARY GUARANTORS:**

**TCS GIFT CARD SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING INC.**

By: \_\_\_\_\_

Name:

Title:

**C STUDIO MANUFACTURING LLC**

By: \_\_\_\_\_

Name:

Title:



**ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT:  
ECLIPSE BUSINESS CAPITAL LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:  
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Schedule 2.01**

**Commitments**

| <b><u>Lender</u></b>              | <b><u>Commitment</u></b> | <b><u>Applicable Percentage</u></b> |
|-----------------------------------|--------------------------|-------------------------------------|
| Eclipse Business Capital SPV, LLC | \$140,000,000            | 100%                                |
| <b>TOTAL:</b>                     | <b>\$140,000,000</b>     | <b>100%</b>                         |

**Schedule 6.02(c)**

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

|  |  |
|--|--|
| <p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft )</p> | <p>(a) A summary and a detailed aging, by total, of the Borrower’s Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower’s Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower’s Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower’s Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>  |
| <p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>  | <p>(g) A summary and a detailed aging, by total, of the Borrower’s Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower’s Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower’s month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower’s general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower’s Inventory to each of (i) the Borrower’s general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower’s general</p> |

|  |   |
|--|---|
|  | <p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p> |
| <p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p> | <p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>  |

**Schedule 11.02**

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,  
as Administrative Agent  
333 W Wacker Suite 950  
Chicago, IL 60606  
Attention: Jim Gurgone  
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP  
100 Cambridge Street, 22<sup>nd</sup> Floor  
Boston, MA 02114  
Attention: Donald Rothman  
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates  
Account Name: Eclipse Business Capital SPV, LLC  
Account # 4943951905  
ABA Routing # 121000248  
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.  
500 Freeport Parkway  
Coppell, TX 75019  
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler  
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP  
355 S Grand Ave  
Los Angeles, CA 90071  
Attention: Elizabeth Oh; Benjamin Gelfand  
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

**EXHIBIT E**

**Governance Term Sheet**

**EXECUTION VERSION**

**Summary of Terms of Governance Documents**

Capitalized terms used in this Summary of Terms of Governance Documents (this “Governance Term Sheet”) and not otherwise defined herein shall have the meanings given to such terms in the Transaction Support Agreement, dated as of December 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “TSA”) to which this Governance Term Sheet is attached as Exhibit 4.

New TopCo:

New TopCo will be a newly formed Delaware limited liability company that will be treated as a partnership for U.S. federal income tax purposes. New TopCo and its subsidiaries shall be referred to herein, individually, as a Company” and, collectively, the “Companies”.

Parties to New LLC Agreement:

On the Plan Effective Date, New TopCo will enter into a limited liability company agreement (the “New LLC Agreement”) with each Person that receives New Common Units (as defined below) in connection with the Transactions.

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Unitholder” and, collectively, the “Unitholders”.

New Common Units:

The New LLC Agreement shall provide for the following two classes of limited liability company interests: (i) Class A Voting Common Units (“Class A Common Units”), and (ii) Class B Limited-Voting Common Units (“Class B Common Units”). The Class A Common Units and the Class B Common Units are collectively referred to in this Governance Term Sheet as the “New Common Units”. Class A Common Units will be voting units and will be issued on the Plan Effective Date in accordance with the TSA. Class B Common Units will be limited-voting units and may be issued from time to time pursuant to awards granted to directors, managers, officers and employees of any of the Companies under a management incentive plan to be adopted by the New Board (as defined below), as determined by the New Board in its sole discretion.

None of the New Common Units will be listed for trading on a securities exchange, and none of the Companies will be required to file reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Exchange Act.

The New Board shall decide whether the New Common Units will be certificated or uncertificated and the identity of the transfer agent, if any, for the New Common Units.

References herein to any class or series of New Common Units shall apply to limited liability company interests or other equity securities of New TopCo issued to Unitholders in respect of, in

exchange for, or in substitution of, such class or series of New Common Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, unit dividend, split-up, sale of assets, distribution to unitholders or combination of such class or series of New Common Units or any other change in New TopCo's capital structure.

Board of Managers:

The New Board shall consist of five (5) managers on the Plan Effective Date (each manager on the New Board, a "Manager" and, collectively, the "Managers"). The Managers are to be appointed or elected as follows:

- (i) the following number of individuals designated by Unitholders that are Affiliates of Golub Capital LLC (collectively, "Golub Unitholders"): (x) two (2) individuals for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date and (y) one (1) individual for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than thirty percent (30.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date, but less than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date (such individuals, the "Golub Managers" and each, a "Golub Manager");
- (ii) one (1) individual designated by Unitholders that are Affiliates of LCM Asset Management LLC (collectively, "LCM Unitholders") for so long as the LCM Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the LCM Unitholders on the Plan Effective Date;
- (iii) one (1) individual who is not employed by (A) any of the Companies or (B) any of the Unitholders or any of their respective Affiliates as of the time that such person is designated to be a Manager or at any time three (3) months prior to such time (an "Independent Designee") designated by vote of Specified Unitholders (as defined below) holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Specified Unitholders held for purposes of electing such individual (or by the Majority Specified Unitholders (as defined below) acting by written consent); and



- (iv) the individual serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer” and as a Manager, the “CEO Manager”).

If at any time (A) a designation right of Unitholder(s) set forth in clause (i) or clause (ii) above or (B) any designation right that is transferred pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet (any such designation right described in clause (A) or clause (B), together with the designation right set forth in clause (iii) above, a “Designation Right”) terminates or is reduced, the Manager(s) serving on the New Board as a result of such terminated or reduced Designation Right shall be removed from the New Board at the request of the Majority Unitholders (as defined below), the vacancy created thereby shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent), and the reduction or termination of such Designation Right shall be permanent and shall not be reversed if the applicable Unitholder(s) shall thereafter own or hold Class A Common Units equal to or greater than the applicable specified threshold. The Designation Right set forth in clause (iii) above shall not be subject to termination or reduction.

The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination. The term “Majority Specified Unitholders” means, as of any time of determination, Specified Unitholders as of such time of determination who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time of determination. The term “Specified Unitholders” means Unitholders that, as of the time of determination, do not have a Designation Right pursuant to clause (i) or clause (ii) above.

Designation Rights of a Designating Group (as defined below) shall be transferable to any Person or group of Persons that are Affiliates of one another that (i) acquires at least fifty percent (50.0%) of the Designating Group’s Class A Common Units in such transfer and (ii) owns, individually or together with its Affiliates, immediately after giving effect to such transfer, at least ten percent (10.0%) of the issued and outstanding Class A Common Units as of such time. A Designating Group that is transferred a Designation Right pursuant to this paragraph shall continue to have such Designation Right for so long as such

Designating Group owns or holds at least ten percent (10.0%) of the issued and outstanding Class A Common Units.

The term “Designating Group” means any of the following groups of Unitholders: (a) the Golub Unitholders, (b) the LCM Unitholders and (c) any group of Unitholders that acquires a Designation Right pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet; provided, that a group of Unitholders will cease to be a “Designating Group” once the Unitholders in such group do not have a Designation Right.

Each Major Unitholder (as defined below) (each, an “Observer Unitholder”) shall have the right to appoint one (1) observer to the New Board (a “Board Observer”); provided, that an Observer Unitholder shall not be entitled to have a Board Observer at any time when any of the Managers is an employee of such Observer Unitholder or any of its Affiliates (other than any of the Companies). Each Board Observer shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Board Observer in connection with attending any Meeting (as defined below).

The term “Major Unitholder” means each Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of the Plan Effective Date (immediately after giving effect to the consummation of the Transactions, including all payments and distributions to be made on or as of the Plan Effective Date); provided, that a Unitholder will permanently cease to be a “Major Unitholder” once such Unitholder owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Common Units.

The chairperson of the New Board (the “Chairperson”) shall be one of the Golub Managers, as determined by the Golub Unitholders; provided, however, that if the Golub Unitholders are not permitted to designate two (2) Golub Managers pursuant to their Designation Right, then the Chairperson shall be a Manager elected by the New Board.

Managers not employed by any of the Companies, any of the Unitholders or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders. Each Manager shall be reimbursed for reasonable and documented out-of-pocket costs and expenses incurred in the performance of his or her duties as a Manager.

The New Board may, by majority vote, establish one or more committees of the New Board to exercise the powers of the New

Board, subject to the limitations set forth in the Delaware Limited Liability Company Act (the “DLLCA”). Each Manager that is elected pursuant to a Designation Right shall have the right to serve on any such committee of the New Board (other than any committee that is established to evaluate, consider, approve, negotiate or otherwise deal with a contract, transaction or other matter with respect to which such Manager, or the Unitholders that designated such Manager (which, in the case of an Independent Designee, shall only include Specified Unitholders that own or hold (together with their respective Affiliates), as of the time of determination, at least fifteen percent (15.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time), has/have a conflict of interest) with at least the same proportional voting rights as such Manager has on the New Board. The provisions of this paragraph shall be deemed to be included in a Designation Right. For the avoidance of doubt, no committee shall be authorized to take any action that the New Board could not take itself.

None of (A) the Unitholders (except any Unitholder that is an employee of any of the Companies, any Unitholder that is a family member of an employee of any of the Companies, or any Unitholder that is controlled by an employee of any of the Companies or any such employee’s family members), (B) the Managers (except any Manager that is employed by any of the Companies (including the Chief Executive Officer) or is a family member of any employee of any of the Companies), or (C) the Affiliates of any Unitholders described in clause (A) or the Affiliates of any of the Managers described in clause (B) (except any such Affiliate that is an employee of any of the Companies, any such Affiliate that is a family member of any employee of any of the Companies, or any such Affiliate that is controlled by any employee of any of the Companies or any such employee’s family members) (the foregoing Persons, the “Identified Persons”) will be subject to any fiduciary or other duty, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines and the New LLC Agreement will provide for a broad corporate (or analogous) opportunity waiver in favor of all Identified Persons. The New LLC Agreement shall provide that the fiduciary duties of the Identified Persons shall be eliminated or limited to the fullest extent permitted by the DLLCA.

Nothing contained in the New LLC Agreement shall limit or otherwise impact the ability of any Identified Person (i) to, directly or indirectly, sell or purchase the debt or equity securities of any Person (other than New TopCo) or (ii) from engaging or competing in any line of business.

Quorum and Voting:

A quorum for meetings of the New Board will require the attendance of a majority of the Managers then in office; provided,

however, that for so long as the Golub Unitholders have the right to designate two (2) Golub Managers pursuant to their Designation Right, a quorum for any meeting of the New Board will require the attendance of at least one Golub Manager. Except with respect to the actions listed on Schedule A, the vote of a majority of the Managers present and entitled to vote at a meeting at which a quorum is present shall be the act of the New Board, unless the express provision of a statute requires a different vote, in which case such express provision shall govern and control. Any Manager or member of any committee of the New Board may participate in any meeting of the New Board or any committee of the New Board (each such meeting, a “Meeting”) through the use of any means of communication by which all persons participating can hear each other at the same time or by any other means permitted by the DLLCA. Any Manager or member of any committee of the New Board participating in any such Meeting by any such means of communication is deemed to be present in person at such Meeting.

Any action required or permitted to be taken at any meeting of the New Board may be taken without a meeting, without prior notice and without a vote if the lesser of the following consent thereto in writing: (a) four (4) members of the New Board and (b) all members then-serving on the New Board; provided, that Required Managers (as defined below) may act by written consent as set forth in the “Certain Transactions Requiring Approval of Majority Unitholders and Required Managers” section of this Governance Term Sheet.

Removal of Managers:

Except for any removal of a Manager on account of the termination or reduction of a Designation Right, the Unitholder(s) entitled to designate a Manager pursuant to a Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee) shall have the exclusive right to require removal, whether with or without cause, of the Manager(s) that has/have been designated by such Unitholder(s). If for any reason the individual serving as the Chief Executive Officer shall cease to serve as the Chief Executive Officer, then (x) such individual shall be automatically removed as a Manager, and (y) the successor Chief Executive Officer shall be automatically appointed as a Manager when such person becomes the Chief Executive Officer. Any Manager that is not designated pursuant to a Designation Right and is not the Chief Executive Officer may be removed, with or without cause, by the Majority Unitholders.

Vacancies on the New Board:

Except for any vacancy on the New Board created as a result of the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, any vacancy on the New Board resulting from the resignation or removal of a Manager that was designated pursuant to a Designation Right, or resulting from any such Manager becoming unable to serve on the

New Board as a result of death, disability or otherwise, shall be filled by the Unitholder(s) then entitled to designate such Manager pursuant to such Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee). Any vacancy on the New Board resulting from the resignation or removal of a Manager that is not designated pursuant to a Designation Right (other than the Chief Executive Officer), or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent). Any vacancy on the New Board resulting from the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent).

Board Meetings:

Regular meetings of the New Board shall be held at such time or times as may be determined by the New Board. In addition, the Chairperson or any two (2) Managers may call a special meeting of the New Board. Any such regular or special meeting may be done in person or by remote communication.

Subsidiaries:

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of New TopCo (including any committee thereof) (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the New Board that are not employees of any of the Unitholders or any of their respective Affiliates (other than the Companies), except for any direct or indirect wholly-owned subsidiary of New TopCo which is either (i) a limited liability company that is managed by its members, (ii) a limited partnership that is managed by its general partner, or (iii) required by Law or contract to have a different composition.

Special Meetings of Unitholders:

Special meetings of the Unitholders may be called by the New Board or at the written request of the Unitholders or group of Unitholders who collectively own or hold at least twenty percent (20.0%) of the issued and outstanding Class A Common Units.

Action by written consent of the Unitholders without a meeting shall be permitted. Action by written consent shall require the consent of the Unitholders that own or hold the same percentage of New Common Units that would be required to take the same action at a Unitholder meeting at which all then-issued and

outstanding New Common Units entitled to vote thereon were present and voted.

Certain Transactions Requiring  
Approval of Majority Unitholders and  
Required Managers:

None of the Companies shall take any of the actions listed on Schedule A attached hereto without the approval of the New Board and the Majority Unitholders and the Required Managers.

The term “Required Managers” means the vote of 66 2/3% of the votes of all of the Managers present and entitled to vote at a meeting of the New Board at which a quorum is present; provided, that the votes of the CEO Manager shall be excluded for all purposes of this calculation. For the avoidance of doubt, if there is a meeting of the New Board and (i) five (5) Managers are present and entitled to vote at such meeting, then Required Managers shall require the vote of three (3) Managers (excluding the CEO Manager), and (ii) four (4) Managers (including the CEO Manager) are present and entitled to vote at such meeting, then Required Managers shall require the vote of two (2) Managers (excluding the CEO Manager). The Required Managers may also act by written consent if Managers holding not less than the total number of votes that would be necessary to authorize the action by Required Managers at a meeting of the New Board at which all Managers then in office were present and voted.

Amendments:

Any amendments to the New LLC Agreement will require the approval of the Majority Unitholders.

Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction (as defined below)) relating to:

(i) “Transfers”, “Right of First Offer”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights” or “Limitations on Affiliate Transactions” shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders (as defined below);

(ii) any decrease or increase in the size of the New Board, the Designation Right of any Unitholder or group of Unitholders (including the right to transfer any Designation Right, to the extent applicable), the right of any Unitholder or group of Unitholders to remove any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, the right of any Manager that was elected pursuant to the Designation Right of any Unitholder or group of Unitholders

to serve on any committee of the New Board, the right of any Unitholder or group of Unitholders to fill the vacancy on the New Board created by the resignation, removal or inability to serve on the New Board of any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, or the appointment or removal and replacement of the Chairperson, shall, in any such case, be made without the affirmative vote or written consent of (A) each Designating Group and (B) the Majority Specified Unitholders;

(iii) the elimination or limitation of fiduciary duties of the Identified Persons, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines, shall be made without the affirmative vote or written consent of each Designating Group;

(iv) the right of any Observer Unitholder to appoint, remove and/or replace a Board Observer or any of the rights of such Board Observer shall be made without the affirmative vote or written consent of each Major Unitholder;

(v) the definition of “Super-Majority Unitholders” shall be made without the affirmative vote or written consent of the Super-Majority Unitholders;

(vi) the definitions of “Majority Specified Unitholders” or “Specified Unitholders” shall, in either such case, be made without the affirmative vote or written consent of the Majority Specified Unitholders;

(vii) the proviso in the first sentence of the “Quorum and Voting” section of this Governance Term Sheet or the definitions of “Golub Unitholders” or “Designating Group” shall, in any such case, be made without the affirmative vote or written consent of the Golub Unitholders;

(viii) the definitions of “LCM Unitholders” or “Designating Group” shall, in either such case, be made without the affirmative vote or written consent of the LCM Unitholders; and

(ix) the amendments section of the New LLC Agreement shall be made without the affirmative vote or written consent of the Unitholder(s) or requisite percentage or number of Unitholders that would be required to amend the underlying provision of such New LLC Agreement to which such amendment or modification relates.

In addition, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization

of New TopCo, except in connection with a Sale Transaction) that would materially and adversely affect the rights or materially increase the obligations of any Unitholder set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Majority Unitholders (without regard to any effect resulting from (x) the individual circumstances of any such Unitholder, (y) the differences in the respective percentages of ownership of New Common Units of the Unitholders or (z) the different classes or series of New Common Units owned by the Unitholders) shall be made without the affirmative vote or written consent of such affected Unitholder; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of equity interests of New TopCo, nor the issuance of any additional New Common Units or other equity interests of New TopCo, shall be deemed to adversely affect the rights or obligations of any Unitholder.

The term “Super-Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold at least 66.0% of the issued and outstanding Class A Common Units as of such time.

Transfers:

New Common Units will be transferable by the holders thereof (a) only in transactions exempt from the registration requirements of the Securities Act and (b) subject to the satisfaction of the following conditions precedent: (i) delivery to New TopCo of a written notice of such transfer not less than five (5) Business Days prior to such transfer, (ii) delivery to New TopCo of representation letters from the transferor and the transferee (including a representation from the transferee that the transferee is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act (an “Accredited Investor”)), (iii) delivery to New TopCo of an opinion of counsel to the transferor to the effect that such transfer complies with applicable federal and state securities laws, and (iv) the transferee’s execution of a joinder to the New LLC Agreement (unless the transferee is already a party to the New LLC Agreement). Transfers that do not satisfy the foregoing conditions prior to the consummation thereof shall be void *ab initio* and will not be recognized by New TopCo. Any conditions set forth in clause (b) above may be waived by New TopCo.

Any transfer, or series of transfers, of New Common Units (w) that, if consummated, would (1) result in any violation of applicable Law, (2) result in New TopCo having, in the aggregate, 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units, or 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units that are not



Accredited Investors, (3) require New TopCo to register any equity interests of New TopCo under the Exchange Act, (4) cause New TopCo to register as an “investment company” under the Investment Company Act of 1940, as amended, or (5) cause the underlying assets of New TopCo to be deemed “plan assets” as defined under certain labor regulations or constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, (x) to a Person that is not an Accredited Investor, (y) to a Competitor (as defined below), or (z) to any Person that is the target of any sanctions or is a controlled Affiliate of any such Person, in any such case, will be void *ab initio* and will not be recognized by New TopCo. Nothing contained in the New LLC Agreement shall prevent the Unitholders from transferring, hypothecating, pledging or otherwise disposing of New Common Units or their ownership rights in New Common Units for the purpose of effecting margin transactions or in connection with any financing activity or arrangement undertaken by the Unitholders or their Affiliates in the ordinary course of business.

A transfer of New Common Units in a Sale Transaction by a Selling Unitholder (as defined below) or a Dragged Unitholder (as defined below) shall not be subject to the requirements of this “Transfers” section, other than clause (a) above.

In addition to the foregoing, Class B Common Units will be subject to additional transfer restrictions and risks of forfeiture to be set forth in a management incentive plan to be adopted by the New Board and/or any agreement, contract or other instrument or document evidencing or governing an award issued under any such management incentive plan.

The term “Competitor” means, as of any time of determination, (A) any Person that is identified by name on the Restricted List (as defined below) as of such time of determination, which may include one or more Investment Funds (as defined below), (B) any Person that is engaged in competition with any of the Companies as of such time, as reasonably determined by the New Board, and (C) any Person that is an Affiliate of any Person referred to in clause (A) or clause (B) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, solely with respect to clause (B), a Competitor shall not include (I) any Investment Fund or (II) any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies (it being understood that a Person described in clause (I) or clause (II) may be a Competitor under clause (A) or clause (B)).

The term “Restricted List” means a schedule or list of disqualified transferees as determined by the New Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the New Board.

The term “Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund, or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

Right of First Offer:

If any Unitholder (the “Transferring Unitholder”) desires to transfer all or any portion of its New Common Units to any Person (or group of Persons) in any transaction (or series of related transactions) (excluding (a) any transfer of New Common Units by a Transferring Unitholder to one or more of its Affiliates and certain other permitted transferees and (b) any transfer of New Common Units by a Transferring Unitholder that does not exceed, taken together with all other New Common Units transferred by such Transferring Unitholder and all of its Affiliates at any time during the twelve (12) month period ending on the date of such transfer (excluding transfers made pursuant to the “Tag-Along Rights” or “Drag-Along Rights” sections of this Governance Term Sheet and transfers otherwise made in compliance with this “Right of First Offer” section (without giving effect to this clause (b)), one percent (1.0%) of the issued and outstanding Class A Common Units as of the date of such transfer) (a “ROFO Transaction”), the Transferring Unitholder must give notice (a “ROFO Notice”) to each Major Unitholder (each, a “ROFO Unitholder”), setting forth the material terms and conditions of such ROFO Transaction (the “Proposed Terms”), including the number of New Common Units proposed to be transferred (the “Offered Units”) and the purchase price (which purchase price must be exclusively in cash). Each ROFO Unitholder shall have ten (10) business days following receipt of the ROFO Notice to elect to purchase, on the Proposed Terms, up to its full *pro rata* share of the Offered Units. If any of the ROFO Unitholders do not elect to purchase their respective full *pro rata* portions of the Offered Units, then the ROFO Unitholders that have elected to purchase their full *pro rata* portions of the Offered Units shall be offered the right to purchase such unpurchased Offered Units (and such procedure of offering and purchasing Offered Units shall be repeated until either (x) there are no unpurchased Offered Units or (y) no ROFO Unitholders elect to purchase any such unpurchased Offered Units). If the ROFO Unitholders do not elect to purchase all of the Offered Units, then the Transferred Unitholder shall not be obligated to sell any of the Offered Units to the ROFO Unitholders and the Transferring Unitholder shall have the right, for a period of ninety (90) days, to sell all (but not less than all) of

the Offered Units not sold to the ROFO Unitholders to a third party at a purchase price in cash that is no lower than the purchase price specified in the ROFO Notice and upon other terms that are, in the aggregate, no more favorable to the third party than the other Proposed Terms specified in the ROFO Notice.

Preemptive Rights:

New TopCo shall not, and New TopCo shall not cause or permit any of its subsidiaries to, sell or issue additional equity interests (including, for the avoidance of doubt, any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, New Common Units, limited liability company interests or shares of capital stock) (collectively, “Additional Securities”) to any Person (including any then-current Unitholder), other than in a *pro rata* distribution to all Unitholders that own or hold New Common Units of a particular class or series and certain other customary exceptions, unless New TopCo or its applicable subsidiary offers to permit each Significant Unitholder (as defined below) that is an Accredited Investor (any such Significant Unitholder, a “Preemptive Unitholder”) to purchase its *pro rata* portion (calculated on the basis of the Class A Common Units owned or held by such Preemptive Unitholder relative to the Class A Common Units owned or held by all Preemptive Unitholders) of such Additional Securities on the same terms and conditions as each other Preemptive Unitholder. If any of the Preemptive Unitholders do not elect to purchase their respective full *pro rata* portions of the Additional Securities, then the Preemptive Unitholders that have elected to purchase their full *pro rata* portions of the Additional Securities shall be offered the right to purchase any such unpurchased Additional Securities (and such procedure of offering and purchasing Additional Securities shall be repeated until either (x) there are no unpurchased Additional Securities or (y) no Preemptive Unitholders elect to purchase any such unpurchased Additional Securities).

The term “Significant Unitholders” means, as of any time of determination, any Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of such time.

Tag-Along Rights:

If one or more Unitholders (the “Initiating Unitholders”) desires to transfer Class A Common Units representing forty percent (40.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any transfer of Class A Common Units by an Initiating Unitholder to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Unitholders must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) business days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of

such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction at least a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Unitholders (or a designated representative of the Initiating Unitholders) within five (5) business days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Unitholders.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Unitholders in connection with the Tag-Along Transaction, except that if the Initiating Unitholders are given an option as to the form of consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Governance Term Sheet, holders of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by any such holder.

Drag-Along Rights:

If one or more Unitholders that own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units (the “Selling Unitholders”) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Unitholders or any Affiliates thereof, then New TopCo or the Selling Unitholders will have the right to require all other Unitholders (the “Dragged Unitholders”) to, among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Unitholders that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Unitholders’ New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into agreements with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Unitholders; (iv) obtain any required consents; (v) waive and refrain from exercising any appraisal, dissenters or similar rights; (vi) not assert any claim against any of the Companies, any Manager, any member of any committee of the New Board, any member of any Subsidiary Governing Body or any other Unitholder or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vii) take any and all reasonably necessary action in furtherance of the consummation of the Sale Transaction.

Each Unitholder shall receive, in respect of each New Common Unit to be sold by such Unitholder in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Unitholder in respect of New Common Units of the same class or series, except that if any Unitholder is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Unitholder, each other Unitholder holding New Common Units of the same class or series need only be given the same option.

Any Class B Common Units transferred in a Sale Transaction by a Selling Unitholder or a Dragged Unitholder shall immediately and automatically convert into Class A Common Units upon the consummation of such Sale Transaction.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the voting securities of any direct and/or indirect subsidiary or subsidiaries of New TopCo if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

Confidentiality:

Subject to certain permitted disclosures (including (i) disclosures to a Unitholder’s advisors and representatives and (ii) disclosures to a prospective transferee of Class A Common Units who executes and delivers to New TopCo a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement), each Unitholder will be required to hold in strict confidence any confidential, business, financial or proprietary information such Unitholder receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Unitholder in respect of any of the Companies (“Confidential Information”), whether such Confidential Information is received from any of the Companies, any Manager, any Board Observer, another Unitholder, any Affiliate of New TopCo or another Unitholder, or any agents or advisors of any thereof. Such confidentiality

obligations shall commence on the Plan Effective Date and end on the second anniversary of the date such Unitholder no longer owns any New Common Units.

In the event that any Unitholder proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Governance Term Sheet, such Unitholder may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Unitholder from any Manager or Board Observer), subject to the prior execution by such potential transferee of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Prior to New TopCo becoming obligated to file reports under the Exchange Act, subject to the confidentiality provisions referred to above, each Unitholder that holds Class A Common Units shall be entitled to receive (a) annual audited consolidated financial statements of New TopCo, and (b) quarterly unaudited consolidated financial statements of New TopCo for each of New TopCo's first three fiscal quarters during each fiscal year, in any such case within the time frames required for the delivery of such financial statements under the Companies' credit documents as of the Plan Effective Date. If New Topco does not produce consolidated financial statements at the New Topco level, but does produce consolidated financial statements at the level of one of its subsidiaries, then, in lieu of making available such consolidated financial statements of New Topco, New Topco shall make available to each Unitholder that holds Class A Common Units the consolidated financial statements of its applicable subsidiary.

At the option of New TopCo, New TopCo may make available the information described above on a password-protected website that is only available to Unitholders that hold Class A Common Units. As a condition to gaining access to the information posted on such website, a Unitholder may be required to "click through" or take other affirmative action pursuant to which such Unitholder shall (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement, (ii) acknowledge its confidentiality obligations in respect of such information and (iii) certify its status as a Unitholder that holds Class A Common Units.

Limitations on Affiliate Transactions:

Any transaction or series of related transactions between any of the Companies, on the one hand, and any Person who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Common Units or is an Affiliate of any such Person (other than any of the Companies), on the other hand (an "Affiliate Transaction"), involving

aggregate payments or other consideration in excess of an agreed amount per annum shall require the approval of a majority of the Managers that are disinterested with respect to such Affiliate Transaction.

Registration Rights:

If New TopCo (or any successor or subsidiary of New TopCo) consummates an underwritten public offering pursuant to an effective registration statement covering the common equity of New TopCo (or any successor or subsidiary of New TopCo) (“Company Securities”) that results in such Company Securities being listed on a national securities exchange or quoted on the Nasdaq Stock Market (an “IPO”), then the Significant Unitholders shall be entitled to the following registration rights:

*Demand Rights:* Any Significant Unitholder or group of Significant Unitholders (acting together) that own or hold at least ten percent (10.0%) of all of the Company Securities that are issued and outstanding as of such time may request that New TopCo effect the registration under the Securities Act of a specified number of registrable securities held by such Significant Unitholder(s). Subject to certain exceptions, New TopCo will not be required to effect the demand right more than three times.

*Piggyback Registration:* Any Significant Unitholder shall be entitled to reasonable and customary piggyback registration rights.

Termination of Rights:

The rights of the Unitholders under the New LLC Agreement (other than “Registration Rights” set forth above) shall terminate upon the consummation of an IPO.

Governing Law and Forum:

Delaware.

**EXECUTION VERSION**

**Schedule A**

**Actions Requiring Majority Unitholder and Required Managers Approval**

1. Distributions or dividends made by any of the Companies to Unitholders that own or hold Class A Common Units that are not made to such Unitholders (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by such Unitholders immediately prior to such distribution or dividend), or (b) in the same form.
2. Repurchases or redemptions of Class A Common Units made by any of the Companies that are not made (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by all Unitholders immediately prior to such repurchases or redemptions), or (b) in the same form of consideration.
3. Transfer New TopCo to or domesticate or continue New TopCo in any jurisdiction other than the State of Delaware.
4. Consummate any initial public offering of securities.
5. List any securities on any securities exchange, or register any securities with the United States Securities and Exchange Commission.
6. Convert any Company to a corporation, a statutory trust, a business trust, an association, a real estate investment trust, a common-law trust or any other incorporated or unincorporated business or entity or make any change in any Company's entity classification for U.S. federal income tax purposes.
7. Any of the following: (a) merging with, or consolidating into, another entity, regardless of whether the applicable Company is the survivor, (b) selling, leasing or exchanging all or substantially all of a Company's property and assets, including its goodwill, or (c) consummating any Sale Transaction, in any such case, other than (i) any such transaction that is consummated as an internal restructuring transaction (including the dissolution or merger of any immaterial or dormant Company) or that is consummated as part of a financing transaction, in any such case that is not material to the businesses or operations of the Companies, taken as a whole, and (ii) as set forth in the provision entitled "Drag-Along Rights".



## EXHIBIT F

### Schedule of Retained Causes of Action

Pursuant to the Plan, the Debtors previously disclosed their intention to retain Causes of Action in Article IV.N therein, as set forth below:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).

Notwithstanding and without limiting the generality of Article IV.N of the Plan, included herein are certain specific types of Causes of Action that are expressly preserved by the Debtors and/or Reorganized Debtors.

In addition, pursuant to the *Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief* [Docket No. 73], the Debtors prepared and filed with the Court a consolidated creditor matrix [Docket No. 90]. To the extent not released pursuant to the Plan, the Debtors expressly retain all Causes of Action against any entity listed in the creditor matrix, regardless of whether such entity is expressly identified herein, to the extent

such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes certain entities that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors, carriers, or any other parties, regardless of whether such entity is expressly identified herein.

1. Causes of Action, potential counterclaims, and defenses that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Causes of Action related to rights of setoff and contractual breaches.
2. Causes of Action, potential counterclaims, and defenses that may be asserted against vendors, customers, carriers, and property owners related to payment shortfalls, past due payments, and contractual breaches, including, without limitation, Causes of Action related to rights of setoff, contractual breaches, and lease defaults.
3. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, sales and other tax refunds and attributes, and tax audits, investigations, or other similar reviews including, without limitation, Causes of Action related to rights of setoff, and all Causes of Action against or related to all entities that assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.
4. Causes of Action, potential counterclaims, and defenses that may be asserted in relation to Insurance Contracts.
5. Causes of Action, potential counterclaims, and defenses based in whole or in part upon any and all postings of security deposits, adequate assurance payments, or any other type of deposit, prepayment, or collateral.
6. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, the importing of goods into the United States, and the exporting of goods from the United States, including, without limitation, customs regulations, entries and liquidations, duties and tariffs (including payments, protests, and related), inspections and certifications; and other import and export activities.
7. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, product safety and compliance, including, without limitation, regulations relating to the packaging, transportation and shipment of consumer goods, regulations relating to consumer

product safety laws, regulations, certifications, inspections, and testing, and California Proposition 65.

8. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, store operations, site health, customer and employee safety, and code compliance including, without limitation occupational safety and health citations, building code violations, and store and website accessibility claims.
9. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product pricing and promotions.
10. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product warranties.
11. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, environmental regulations.
12. Causes of Action, potential counterclaims, and defenses that may be asserted against customers, and other individuals related to, among other things, store experiences and team member interaction.
13. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to privacy, including, but not limited to, matters initiated under the Telephone and Consumer Protection Act (TCPA) or the California Invasion of Privacy Act.
14. Causes of Action, potential counterclaims, and defenses based in whole or in part upon intellectual property or any and all contracts, leases, and licenses to which the Debtors are a party or pursuant to which any of the Debtors have any rights whatsoever.
15. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to, among other things, investigations or similar reviews of employment matters, including, without limitation, various matters pending before the equal opportunity commissions of several states including, but not limited to, Delaware and Texas.
16. Causes of Action, potential counterclaims, and defenses that may be asserted under Chapter 5 of the Bankruptcy Code, except, for the avoidance of doubt, any claims which are released under the Plan.
17. Causes of Action, potential counterclaims, and defenses, among other things, that may be asserted in the following cases, proceedings, and/or threatened cases and proceedings:

- a. *Anne Heiting v. The Container Store, Inc.*, Case No. 23STCVC20250, stayed in the Superior Court of the State of California, County of Los Angeles.
- b. *Cantwell v. The Container Store, Inc.*, Case No. 24-cv-06920-BMC, administratively closed pending further Order of the Bankruptcy Court in the U.S. District Court for the Eastern District of New York.
- c. *Gravel Rating Systems LLC v. The Container Store, Inc.*, Case No. 4:22-cv-01000, stayed in the U.S. District Court for the Eastern District of Texas Sherman Division.
- d. *Hayes v. The Container Store, Inc.*, Case No. 20CV363825, pending in the Superior Court of the State of California, County of Santa Clara.
- e. *Hernandez v. The Container Store, Inc.*, Case No. 1:24-cv-24519-RNS, pending in the U.S. District Court for the Southern District of Florida.
- f. *Lisa Irving v. The Container Store, Inc.*, Case No. CGC-20-586616, pending in the Superior Court of the State of California, County of San Francisco.
- g. *Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated v. The Container Store, Inc.*, Case No. 20-2119B, pending in the Suffolk County Superior Court.
- h. *The Container Store v. United States et al*, Case No. 1:20-cv-01880, stayed in the Court of International Trade.
- i. Various third-party subpoenas, civil investigative demands, and discovery requests received by the Debtors in matters not against or including the Debtors from various parties.

## EXHIBIT G

### **Directors and Officers of the Reorganized Debtors<sup>1</sup>**

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent.

The identity and affiliations of Persons presently proposed to serve on the Reorganized Board are as follows:

1. Satish Malhotra
2. TBD
3. TBD
4. TBD
5. TBD

The Debtors shall disclose the identity and affiliations of any other Person proposed to serve on the Reorganized Board or as a director, manager, or officer of a Reorganized Debtor as soon as such Persons are known and determined, to the extent determined prior to confirmation of the Plan. To the extent not so determined, such directors, managers, or officers will be appointed in accordance with the New Organizational Documents.

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of the Reorganized Parent (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the Reorganized Board in accordance with the New Organizational Documents.

Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

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<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The selection process for the Reorganized Board is still ongoing and the contents of this exhibit may be supplemented or revised in an amended Plan Supplement.

Except to the extent that a member of the board of directors of the Parent is designated in this exhibit to serve as a manager of the Reorganized Board on the Effective Date, the members of the board of directors of the Parent prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a director of the Reorganized Parent on the Effective Date.

## EXHIBIT H

### **Rejected Executory Contract/Unexpired Lease List**

The Debtors hereby provide notice that, pursuant to section 365 of the Bankruptcy Code, the Debtors propose to reject the Executory Contract listed on the rejection schedule below (the “*Rejection Schedule*”) as of the Petition Date.

The Plan Supplement Documents, or portions thereof, remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the terms and conditions set forth in the *Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the “*Plan*”),<sup>1</sup> the Debtors reserve the right to amend or supplement this **Exhibit H**, and any of the documents and designations contained herein, as provided for by the Plan or by order of the Court.

The Debtors’ listing of an Executory Contract or Unexpired Lease on the Rejection Schedule shall not be deemed or construed as (a) a promise by the Debtors to seek the rejection of such contract or lease, (b) a limitation or waiver on the Debtors’ ability to amend, modify or supplement the Rejection Schedule, (c) a limitation or waiver on the Debtors’ ability to seek to assume or reject any Executory Contract or Unexpired Lease, or (d) an admission that any potential Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of such agreements or the validity, priority, or amount of any claims of a counterparty such agreements against the Debtors that may arise under such agreements, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such agreements. Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be treated in accordance with the Plan and applicable provisions of the Bankruptcy Code; *provided*, that if such Claim is a Subordinated Claim, such Claim shall not be paid in full on the Effective Date and instead shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

The Debtors reserve all their rights, claims and causes of action with respect to the Executory Contracts listed on the Rejection Schedule, including the right to amend, revise, or supplement the Rejection Schedule for any reason whatsoever, including based on objections received to Article V of the Plan or otherwise.

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<sup>1</sup> Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan.

**Rejection Schedule**

| <b>Debtor</b>                   | <b>Counterparty Name</b> | <b>Description of Rejected Executory Contract</b>  |
|---------------------------------|--------------------------|--|
| The Container Store Group, Inc. | Beyond, Inc.             | Securities Purchase Agreement dated as of October 15, 2024, and any and all executory agreements ancillary thereto |
| The Container Store Group, Inc. | Beyond, Inc.             | Collaboration Agreement dated as of October 15, 2024, and any and all executory agreements ancillary thereto       |



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

----- x  
 In re: : Chapter 11  
 :  
 : Case No. 24-90627 (ARP)  
 THE CONTAINER STORE GROUP, INC., *et al.*, :  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
 :  
 ----- :x

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 10, 2025, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Emergency Motion of Debtors for Entry of an Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 2]
- **Notice of Designation as Complex Bankruptcy Case** [Docket No. 3]
- **Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 4]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 5]
- **Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions** [Docket No. 6]

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 7]**
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion [Docket No. 8]**
- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief [Docket No. 9]**
- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 10]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 11]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 12]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief [Docket No. 13]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Honor Prepetition Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 14]**
- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions [Docket No. 15]**

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief** [Docket No. 16]
- **Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief** [Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]
- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 19]
- **Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 36]
- **Order Granting Complex Case Treatment** [Docket No. 37]
- **Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 38]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]
- **Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 73]

- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief** [Docket No. 74]
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief** [Docket No. 75]
- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief** [Docket No. 76]
- **Order Authorizing Payment of Prepetition Taxes and Fees** [Docket No. 77]
- **Order (I) Authorizing the Debtors to (A) Honor Customer Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief** [Docket No. 78]
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 79]
- **Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief** [Docket No. 80]
- **Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief** [Docket No. 81]

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 88]**

Dated: January 16, 2025

/s/ Ronaldo Lizarraga Angulo  
Ronaldo Lizarraga Angulo  
Verita  
222 N Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Tel. 310.823.9000

# Exhibit A

**Master Service List  
Served via First Class Mail**

| <b>CreditorName</b>              | <b>CreditorNoticeName</b>    | <b>Address1</b>             | <b>City</b> | <b>State</b> | <b>Zip</b> |
|----------------------------------|------------------------------|-----------------------------|-------------|--------------|------------|
| DJS International Services, Inc. | FMC No. 3514NF CHB No. 10709 | 4215 Gateway Dr., Suite 100 | Colleyville | TX           | 76034      |
| DJS International Services, Inc. | Linda Stewart                | P.O. Box 612785             | Dallas      | TX           | 75261      |

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

----- x  
 In re: : Chapter 11  
 :  
 : Case No. 24-90627 (ARP)  
 THE CONTAINER STORE GROUP, INC., *et al.*, :  
 :  
 Debtors. <sup>1</sup> : (Jointly Administered)  
 :  
 :  
 ----- :x

**CERTIFICATE OF SERVICE**

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 14, 2025, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Notice of Filing of Plan Supplement to the Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 132]

Dated: January 16, 2025

/s/ Ronaldo Lizarraga Angulo  
 Ronaldo Lizarraga Angulo  
 Verita  
 222 N Pacific Coast Highway, Suite 300  
 El Segundo, CA 90245  
 Tel. 310.823.9000

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.



# Exhibit A

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description   | CreditorName                                | CreditorNoticeName                                      | Email  |
|---|---|---|--|
| Counsel to Collin County Tax Assessor/Collector   | Abernathy, Roeder, Boyd & Hullett, P.C.     | Paul M. Lopez, Larry R. Boyd, Emily M. Hahn             | plopez@abernathy-law.com;<br>bankruptcy@abernathy-law.com;<br>ehahn@abernathy-law.com                                    |
| State Attorney General  | Alabama Attorney General                    | Attn Bankruptcy Department                              | consumerinterest@Alabamaag.gov   |
| State Attorney General  | Alaska Attorney General                     | Attn Bankruptcy Department                              | attorney.general@alaska.gov  |
| Top 30 Creditor   | Ankura Intermediate Holdings, LP            | Keith Jelinek   | keith.jelinek@ankura.com   |
| State Attorney General  | Arizona Attorney General - CSS              | Attn Bankruptcy Department                              | BCEIntake@azag.gov   |
| State Attorney General  | Arkansas Attorney General                   | Attn Bankruptcy Department                              | OAG@ArkansasAG.gov   |
| Counsel to Brookfield Properties Retail Inc.  | Brookfield Properties Retail Inc., as Agent | Kristen N. Pate   | bk@bpretail.com  |
| State Attorney General  | Colorado Attorney General                   | Attn Bankruptcy Department                              | attorney.general@coag.gov  |
| State Attorney General  | Connecticut Attorney General                | Attn Bankruptcy Department                              | attorney.general@ct.gov  |
| State Attorney General  | Delaware Attorney General                   | Attn Bankruptcy Department                              | attorney.general@state.de.us   |
| State Attorney General  | District of Columbia Attorney General       | Attn Bankruptcy Department                              | oag@dc.gov   |
| Top 30 Creditor   | Echo Global Logistics, Inc.                 | Greg Dugan  | gdugan@echo.com  |
| Top 30 Creditor   | FC Brands LLC                               | Matt David  | ops@fullcirclehome.com   |
| Top 30 Creditor   | Fedex                                       | Chaz Gagne  | cgagne@fedex.com   |
| State Attorney General  | Florida Attorney General                    | Attn Bankruptcy Department                              | citizenservices@myfloridalegal.com;<br>oag.civil.eserve@myfloridalegal.com   |
| Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC   | Frost Brown Todd LLP                        | Rebecca L. Matthews                                     | rmatthews@fbtlaw.com   |
| State Attorney General  | Georgia Attorney General                    | Attn Bankruptcy Department                              | Agcarr@law.ga.gov  |
| Counsel to Galleria Alpha Plaza, Ltd.   | Gray Reed                                   | Micheal W. Bishop, Amber M. Carson                      | mbishop@grayreed.com;<br>acarson@grayreed.com  |
| Counsel to Harris County, Harris County Flood Control District, Harris County Port of Houston Authority, Harris County Hospital District, and Harris County Department of Education | Harris County Attorney's Office             | Susan Fuertes, Assistant County Attorney                | taxbankruptcy.cao@harriscountytexas.gov  |
| State Attorney General  | Hawaii Attorney General                     | Attn Bankruptcy Department                              | hawaiiag@hawaii.gov  |
| Counsel to FSLRO 7580 W Bell Glendale, LLC  | Holland & Knight LLP                        | Mark C. Taylor  | Mark.taylor@hklaw.com  |
| Top 30 Creditor   | Hulken Inc.                                 | Tanya Hamilton  | billing@hulkenbag.com  |
| State Attorney General  | Idaho Attorney General                      | Attn Bankruptcy Department                              | bankruptcy@ag.idaho.gov  |
| State Attorney General  | Illinois Attorney General                   | Attn Bankruptcy Department                              | bankruptcy_notices@ilag.gov  |
| Top 30 Creditor   | Impact Tech, Inc.                           | Andrew Carvalho   | andrew.carvalho@impact.com   |
| State Attorney General  | Indiana Attorney General                    | Attn Bankruptcy Department                              | info@atg.in.gov  |
| Top 30 Creditor   | Interdesign, Inc.                           | Ilese Okeefe  | andre.burke@idesignlivesimply.com  |
| Top 30 Creditor   | Intermetro Industries Corporation           | Rob Napkori   | rob.napkori@metro.com  |
| State Attorney General  | Iowa Attorney General                       | Attn Bankruptcy Department                              | IDR.Bankruptcy@ag.iowa.gov   |
| Top 30 Creditor   | Iris USA, Inc.                              | Tanya Rocha   | tanya.rocha@irisusainc.com   |
| Counsel to PMG Worldwide, LLC   | Jackson Walker L.L.P.                       | J. Machir Stull   | mstull@jw.com  |
| Counsel to Brookfield Properties Retail, Inc., Kite Realty Group L.P., NNN REIT, Inc., and Regency Centers, L.P   | Kelley Drye & Warren LLP                    | Robert L. LeHane, Jennifer D. Raviele, Katherine Cavins | KDWBankruptcyDepartment@kelleydrye.com;<br>rlehane@kelleydrye.com;<br>jraviele@kelleydrye.com;<br>kcavins@kelleydrye.com |
| State Attorney General  | Kentucky Attorney General                   | Attn Bankruptcy Department                              | attorney.general@ag.ky.gov   |
| Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC  | Kurtzman   Steady, LLC                      | Jeffrey Kurtzman  | kurtzman@kurtzmansteady.com  |
| Counsel to Metro Pointe Retail Associates II  | Law Offices of Ronald K. Brown, Jr.         | Ronald K. Brown, Jr.                                    | Ron@rkbrownlaw.com   |
| Top 30 Creditor   | LC Designs Company Limited                  | Kevin Pestell   | kevinpestell@lc-designs.co.uk  |
| Counsel to Bexar County   | Linebarger Goggan Blair & Sampson, LLP      | Don Stecker   | sanantonio.bankruptcy@lgbs.com   |
| Counsel to Town of Fairview, Tarrant County, and Dallas County  | Linebarger Goggan Blair & Sampson, LLP      | John Kendrick Turner                                    | dallas.bankruptcy@lgbs.com   |

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description  | CreditorName  | CreditorNoticeName                               | Email  |
|--|---|--|--|
| Counsel to Montgomery County, Cypress-Fairbanks ISD, Harris Co ESD # 11, City of Houston, Houston ISD, Harris Co ESD # 29, Houston Comm Coll System, Harris Co ID # 01, Lone Star College System | Linebarger Goggan Blair & Sampson, LLP                            | Tara L. Grundemeier                              | houston_bankruptcy@lgbs.com  |
| State Attorney General   | Louisiana Attorney General  | Attn Bankruptcy Department                       | Executive@ag.louisiana.gov;<br>ConstituentServices@ag.louisiana.gov                              |
| State Attorney General   | Maine Attorney General  | Attn Bankruptcy Department                       | attorney.general@maine.gov   |
| State Attorney General   | Maryland Attorney General   | Attn Bankruptcy Department                       | oag@oag.state.md.us  |
| State Attorney General   | Michigan Attorney General   | Attn Bankruptcy Department                       | miag@michigan.gov  |
| State Attorney General   | Minnesota Attorney General  | Attn Bankruptcy Department                       | ag.replies@ag.state.mn.us  |
| State Attorney General   | Missouri Attorney General   | Attn Bankruptcy Department                       | attorney.general@ago.mo.gov  |
| State Attorney General   | Montana Attorney General  | Attn Bankruptcy Department                       | contactocp@mt.gov  |
| State Attorney General   | Nebraska Attorney General   | Attn Bankruptcy Department                       | NEDOJ@nebraska.gov;<br>Ago.info.help@nebraska.gov  |
| State Attorney General   | Nevada Attorney General   | Attn Bankruptcy Department                       | AgInfo@ag.nv.gov   |
| State Attorney General   | New Hampshire Attorney General                                    | Attn Bankruptcy Department                       | attorneygeneral@doj.nh.gov   |
| State Attorney General   | New Jersey Attorney General                                       | Attn Bankruptcy Department                       | Heather.Anderson@law.njoag.gov;<br>NJAG.ElectronicService.CivilMatters@law.njoag.gov             |
| State Attorney General   | New York Attorney General   | Attn Bankruptcy Department                       | letitia.james@ag.ny.gov  |
| State Attorney General   | North Carolina Attorney General                                   | Attn Bankruptcy Department                       | ncago@ncdoj.gov  |
| State Attorney General   | North Dakota Attorney General                                     | Attn Bankruptcy Department                       | ndag@nd.gov  |
| Counsel to The Texas Comptroller of Public Accounts  | Office of the Attorney General, Bankruptcy & Collections Division | Callan C. Searcy, Assistant Attorney General     | bk-csearcy@texasattorneygeneral.gov  |
| State Attorney General   | Ohio Attorney General   | Attn Bankruptcy Department                       | Kristin.Radwanick@OhioAGO.gov  |
| State Attorney General   | Oklahoma Attorney General   | Attn Bankruptcy Department                       | ConsumerProtection@oag.ok.gov  |
| State Attorney General   | Oregon Attorney General   | Attn Bankruptcy Department                       | AttorneyGeneral@doj.state.or.us;<br>Lisa.Udland@doj.state.or.us                                  |
| Counsel to the Ad Hoc Group of Term Lenders  | Paul Hastings LLP   | Charles Persons                                  | charlespersons@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders  | Paul Hastings LLP   | Isaac Sasson, Jayme Goldstein, Leonie Koch       | isaacsasson@paulhastings.com;<br>jaymegoldstein@paulhastings.com;<br>leoniekoch@paulhastings.com |
| Counsel to the Ad Hoc Group of Term Lenders  | Paul Hastings LLP   | Schlea Thomas                                    | schleathomas@paulhastings.com  |
| Counsel to the Ad Hoc Group of Term Lenders  | Paul Hastings LLP   | William Reily                                    | williamreily@paulhastings.com  |
| Counsel to the DIP Term Loan Agents  | Paul Hastings LLP   | Alex Cota, Liz Loonam                            | lizloonam@paulhastings.com;<br>alexcota@paulhastings.com   |
| State Attorney General   | Pennsylvania Attorney General                                     | Attn Bankruptcy Department                       | info@attorneygeneral.gov   |
| Counsel to Frisco ISD  | Perdue, Brandon, Fielder, Collins & Mott, L.L.P.                  | Linda D. Reece                                   | lreece@pbfc.com  |
| Counsel to Clear Creek Independent School District   | Perdue, Brandon, Fielder, Collins & Mott, L.L.P.                  | Melissa E. Valdez                                | mvaldez@pbfc.com   |
| Top 30 Creditor  | PMG Worldwide, LLC  | George Popstefanov                               | george@pmg.com   |
| Top 30 Creditor  | Poppin Furniture LLC  | Allie Diep                                       | adiep@poppin.com   |
| Counsel to Leonard Green & Partners, LP  | Porter Hedges LLP   | John F. Higgins, Eric M. English, James A. Keefe | jhiggins@porterhedges.com;<br>eenglish@porterhedges.com;<br>jkeefe@porterhedges.com              |
| Top 30 Creditor  | Pura Scents, Inc.   | Addison Harris                                   | Addison@pura.com   |
| Top 30 Creditor  | R X O Freight Forwarding  | Kenneth Burger                                   | kenneth.burger@rxo.com   |
| State Attorney General   | Rhode Island Attorney General                                     | Attn Bankruptcy Department                       | ag@riag.ri.gov   |
| Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC  | Riemer & Braunstein LLP   | Brendan C. Recupero, Donald E. Rothman           | BRecupero@riemerlaw.com;<br>Drothman@riemerlaw.com   |
| Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC  | Riemer & Braunstein LLP   | Steven E. Fox, Lyle Stein                        | sfox@riemerlaw.com;<br>lstein@riemerlaw.com  |
| Top 30 Creditor  | Schwarz Paper Company, LLC  | Michael Gary                                     | michael.gary@schwarz.com   |
| SEC Regional Office  | Securities & Exchange Commission                                  | Fort Worth Regional Office                       | dfw@sec.gov  |
| SEC Headquarters   | Securities & Exchange Commission                                  | Secretary of the Treasury                        | secbankruptcy@sec.gov  |
| Counsel to Simon Property Group, Inc. and its Related Entities   | Simon Property Group, Inc.  | Ronald M. Tucker                                 | rtucker@simon.com  |

## Exhibit A

Master Service List  
Served via Electronic Mail

| Description   | CreditorName   | CreditorNoticeName                                 | Email  |
|---|--|--|--|
| Counsel to the Prepetition ABL Facility Agent and Prepetition Agent     | Simpson Thacher & Bartlett LLP                                   | Ian Kitts, Sandeep Qusba, Zachary J. Weiner        | ian.kitts@stblaw.com;<br>squsba@stblaw.com;<br>zachary.weiner@stblaw.com                       |
| Counsel to Kimco Realty Corporation and Bridge33 Capital, LLC           | Singer & Levick, P.C.  | Michelle E. Shriro                                 | mshriro@singerlevick.com   |
| State Attorney General  | South Carolina Attorney General                                  | Attn Bankruptcy Department                         | bankruptcy@scag.gov  |
| State Attorney General  | South Dakota Attorney General                                    | Attn Bankruptcy Department                         | atghelp@state.sd.us  |
| Top 30 Creditor   | Steel Technology, LLC dba Hydro Flask                            | Melissa De Souza Mosela                            | mmosela@helenoftroy.com  |
| State Attorney General  | Tennessee Attorney General                                       | Attn Bankruptcy Department                         | agattorneys@ag.tn.gov  |
| Top 30 Creditor   | TEST-RITE INTL CO., LTD.   | Carol Yu   | am-la-home@testritegroup.com   |
| Texas Attorney General  | Texas Attorney General   | Attn Bankruptcy Department                         | bankruptcytax@oag.texas.gov;<br>communications@oag.texas.gov;<br>Robert.robinson@oag.texas.gov |
| Top 30 Creditor   | Transcon Shipping Co., Inc.                                      | Eric Barcomb                                       | ericb@transconshipping.com   |
| SDTX - United States Attorney Office for the Southern District of Texas | US Attorney Office, Southern District of Texas                   | Civil Process Clerk for the U.S. Attorney's Office | usatxs.atty@usdoj.gov  |
| SDTX - Office of the U.S. Trustee for the Southern District of Texas    | US Trustee for the Southern District of Texas (Houston Division) | Ha Nguyen, Vianey Garza                            | Ha.Nguyen@usdoj.gov;<br>Vianey.Garza@usdoj.gov   |
| State Attorney General  | Utah Attorney General  | Attn Bankruptcy Department                         | bankruptcy@agutah.gov  |
| State Attorney General  | Vermont Attorney General   | Attn Bankruptcy Department                         | ago.info@vermont.gov   |
| State Attorney General  | Virginia Attorney General  | Attn Bankruptcy Department                         | mailoag@oag.state.va.us  |
| State Attorney General  | West Virginia Attorney General                                   | Attn Bankruptcy Department                         | consumer@wvago.gov   |
| Top 30 Creditor   | Whitmor, Inc.  | Jerri Perrault                                     | ar@whitmor.com   |
| Counsel to Design Ideas, Inc.   | Wick Phillips Gould & Martin, LLP                                | Scott D. Lawrence, Meghan D. Young                 | scott.lawrence@wickphillips.com;<br>meghan.young@wickphillips.com                              |
| State Attorney General  | Wisconsin Attorney General                                       | Attn Bankruptcy Department                         | dojbankruptcynoticegroup@doj.state.wi.us   |
| Top 30 Creditor   | Wurth Baer Supply Company  | Candy Debartolo                                    | candy.debartolo@wurthbsc.com   |
| State Attorney General  | Wyoming Attorney General   | Attn Bankruptcy Department                         | ag.webmaster@wyo.gov   |
| Top 30 Creditor   | XPO Logistics, LLC   | Kenneth Burger                                     | kenneth.burger@rxo.com   |
| Top 30 Creditor   | York (Asia) Limited  | Ivy Peng   | ivy.peng@yorkasia.com  |

## **Exhibit B**

**Class 3 - Term Loan Claimants  
 Served via Electronic Mail**

| <b>CreditorName</b>  | <b>Email</b>          |
|--|-----------------------|
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED                     | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED                       | Email Address on File |
| AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD                            | Email Address on File |
| AMMC CLO 18 LTD  | Email Address on File |
| AMMC CLO 22, LIMITED   | Email Address on File |
| AMMC CLO XI, LIMITED   | Email Address on File |
| ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.                           | Email Address on File |
| CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND               | Email Address on File |
| CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND                      | Email Address on File |
| CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND                                      | Email Address on File |
| GC ADVISORS LLC - GEMS 6 SUB 2, LLC  | Email Address on File |
| GC ADVISORS LLC - GEMS 6I SUB 1, L.P.  | Email Address on File |
| GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.  | Email Address on File |
| GC FINANCE OPERATIONS TRUST  | Email Address on File |
| GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC                                       | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.              | Email Address on File |
| GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP                  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1 | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1  | Email Address on File |
| HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1   | Email Address on File |
| JPMORGAN BK BRANCH - 0802  | Email Address on File |
| LCM 27 LTD.  | Email Address on File |
| LCM 28 LTD.  | Email Address on File |
| LCM 30 LTD.  | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 26 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 29 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 31 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 32 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 33 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM 36 LTD.   | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.                           | Email Address on File |
| LCM ASSET MANAGEMENT LLC - LCM XXIV LTD  | Email Address on File |
| LCM ASSET MANAGEMENT LLC-LCM 37 LTD  | Email Address on File |
| LCM EURO II LLC-LCM 39 LTD   | Email Address on File |
| LCM EURO II LLC-LCM 40 LTD   | Email Address on File |
| LCM EURO LLC - LCM 35 LTD.   | Email Address on File |
| LCM EURO LLC-LCM 34, LTD   | Email Address on File |
| LCM EURO LLC-LCM 38 LTD.   | Email Address on File |

**Class 3 - Term Loan Claimants  
 Served via Electronic Mail**

| <b>CreditorName</b>  | <b>Email</b>          |
|--|-----------------------|
| LCM XIII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XIV LIMITED PARTNERSHIP  | Email Address on File |
| LCM XV LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVI LIMITED PARTNERSHIP  | Email Address on File |
| LCM XVII LIMITED PARTNERSHIP   | Email Address on File |
| LCM XVIII LIMITED PARTNERSHIP  | Email Address on File |
| LCM XXII LTD.  | Email Address on File |
| LCM XXIII LTD.   | Email Address on File |
| LCM XXV LTD.   | Email Address on File |
| LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND | Email Address on File |
| MJX AM - VENTURE 37 CLO, LIMITED.  | Email Address on File |
| MJX AM - VENTURE XXIII CLO LIMITED   | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED                                | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED                               | Email Address on File |
| MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED                              | Email Address on File |
| MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.                                    | Email Address on File |
| MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD                                  | Email Address on File |
| MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED                            | Email Address on File |
| MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED                         | Email Address on File |
| NASSAU 2018-II LTD.  | Email Address on File |
| NASSAU 2019-I LTD.   | Email Address on File |
| NASSAU 2019-II LTD.  | Email Address on File |
| NASSAU 2021-I LTD.   | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD                                     | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD                                    | Email Address on File |
| NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD                                     | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD                  | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.               | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD                   | Email Address on File |
| TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD                  | Email Address on File |
| VENTURE 28A CLO, LIMITED   | Email Address on File |
| VENTURE 31 CLO, LIMITED  | Email Address on File |
| VENTURE 32 CLO, LIMITED  | Email Address on File |
| VENTURE 33 CLO, LIMITED  | Email Address on File |
| VENTURE 34 CLO, LIMITED  | Email Address on File |
| VENTURE 35 CLO, LIMITED  | Email Address on File |
| VENTURE 36 CLO LIMITED   | Email Address on File |
| VENTURE 45 CLO LIMITED   | Email Address on File |
| VENTURE XXIX CLO, LIMITED  | Email Address on File |
| VENTURE XXVI CLO, LIMITED  | Email Address on File |
| VENTURE XXVII CLO, LIMITED   | Email Address on File |
| VENTURE XXVIII CLO LIMITED   | Email Address on File |
| VENTURE XXX CLO, LIMITED   | Email Address on File |

**Class 3 - Term Loan Claimants  
Served via Electronic Mail**

| <b>CreditorName</b>  | <b>Email</b>          |
|--|-----------------------|
| Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD. | Email Address on File |
| Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.                                    | Email Address on File |
| Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.          | Email Address on File |
| ZAIS CLO 11, LIMITED   | Email Address on File |
| ZAIS CLO 6, LIMITED  | Email Address on File |
| ZAIS CLO 7, LIMITED  | Email Address on File |
| ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED               | Email Address on File |



## **Exhibit C**

Master Service List  
 Served via First Class Mail

| Description                          | CreditorName                             | CreditorNoticeName                     | Address1                               | Address2                 | City         | State | Zip        | Country |
|--------------------------------------|--|--|--|--------------------------|--------------|-------|------------|---------|
| State Attorney General               | Arizona Attorney General                 | Attn Bankruptcy Department             | 2005 N Central Ave                     |                          | Phoenix      | AZ    | 85004-2926 |         |
| State Attorney General               | California Attorney General              | Attn Bankruptcy Department             | 1300 I St., Ste. 1740                  |                          | Sacramento   | CA    | 95814-2919 |         |
| Top 30 Creditor                      | DJS International Services, Inc.         | FMC No. 3514NF – CHB No. 10709         | 4215 Gateway Dr., Suite #100           |                          | Colleyville  | TX    | 76034      |         |
| Top 30 Creditor                      | DJS International Services, Inc.         | Linda Stewart                          | P.O. Box 612785                        |                          | Dallas       | TX    | 75261      |         |
| Top 30 Creditor                      | Evergreen Shipping Agency (America) Corp | Rodney Bledsoe                         | 16000 Dallas Pkwy                      |                          | Dallas       | TX    | 75248      |         |
| IRS                                  | Internal Revenue Service                 | Centralized Insolvency Operation       | PO Box 7346                            |                          | Philadelphia | PA    | 19101-7346 |         |
| Top 30 Creditor                      | J&O Plastics Inc                         | Mary Mohler                            | 12475 Sheets Road                      |                          | Rittman      | OH    | 44270      |         |
| State Attorney General               | Kansas Attorney General                  | Attn Bankruptcy Department             | 120 SW 10th Ave., 2nd Fl               |                          | Topeka       | KS    | 66612-1597 |         |
| State Attorney General               | Massachusetts Attorney General           | Attn Bankruptcy Department             | One Ashburton Place                    | 20th Floor               | Boston       | MA    | 02108-1518 |         |
| State Attorney General               | Mississippi Attorney General             | Attn Bankruptcy Department             | Walter Sillers Building                | 550 High St Ste 1200     | Jackson      | MS    | 39201      |         |
| State Attorney General               | New Mexico Attorney General              | Attn Bankruptcy Department             | 408 Galisteo St                        | Villagra Building        | Santa Fe     | NM    | 87501      |         |
| Top 30 Creditor                      | Ningbo Vacane Import & Export Co., LTD.  | Amy Zheng                              | No 132, Chezhan West Road              | Huangtang Town, Ninghai  | Ningbo       |       | 315600     | China   |
| Top 30 Creditor                      | OXO International, Ltd.                  | Rebecca Simkins                        | 601 W 26th St                          | Suite 1050               | New York     | NY    | 10001      |         |
| Top 30 Creditor                      | Rashon Hayes                             | Edwin Aiwazian, Counsel Representation | Lawyers for JUSTICE, PC                | 410 Arden Ave, Suite 203 | Glendale     | CA    | 91203      |         |
| Top 30 Creditor                      | Sapient Corporation                      | Jorge Badran                           | 40 Water Street                        |                          | Boston       | MA    | 02109      |         |
| Top 30 Creditor                      | Swift Transportation Services, LLC       | Virginia Henkels                       | P.O. Box 643985                        |                          | Pittsburgh   | PA    | 15264-3985 |         |
| Texas Comptroller of Public Accounts | Texas Comptroller of Public Accounts     | Attn Bankruptcy Section                | Lyndon B Johnson State Office Building | 111 East 17th St         | Austin       | TX    | 78774      |         |
| Texas Comptroller of Public Accounts | Texas Comptroller of Public Accounts     |  | PO Box 13528, Capitol Station          |                          | Austin       | TX    | 78711-3528 |         |
| State Attorney General               | Washington Attorney General              | Attn Bankruptcy Department             | 1125 Washington St SE                  | PO Box 40100             | Olympia      | WA    | 98504-0100 |         |

## **Exhibit D**

**Contract Counterparty Service List  
Served via First Class Mail**

| <b>CreditorName</b> | <b>Address1</b>     | <b>City</b> | <b>State</b> | <b>Zip</b> |
|---------------------|---------------------|-------------|--------------|------------|
| Beyond, Inc.        | 799 W. Coliseum Way | Midvale     | UT           | 84047      |

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

----- X  
:   
In re: : Chapter 11  
:   
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:   
Debtors.<sup>1</sup> : (Jointly Administered)  
:   
----- X

**ORDER (I) APPROVING DEBTORS’ DISCLOSURE STATEMENT AND  
(II) CONFIRMING FIRST AMENDED PREPACKAGED JOINT PLAN OF  
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR  
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

[Relates to Docket Nos. 17, 18, 19, 81, 132, and [ ● ]]

WHEREAS, on December 22, 2024 (the “**Petition Date**”), the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) commenced their chapter 11 bankruptcy cases in this United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).

WHEREAS, the Debtors filed their proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 [Docket No. 18] (the “**Disclosure Statement**”), and the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, December 21, 2024

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<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[Docket No. 19] (as amended, modified, or supplemented, including pursuant to Docket No. [ ● ], the “**Plan**”).<sup>2</sup>

WHEREAS, prior to the Petition Date, the Debtors solicited votes to accept or reject the Plan from Holders of Class 3 (Prepetition Term Loan Claims).

WHEREAS, as attested to by Darlene S. Calderon, in the *Certificate of Service* [Docket No. 51] (the “**Prepetition Certificate of Service**”), prior to the Petition Date, on December 21, 2024, Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC, the Debtors’ Solicitation Agent (the “**Solicitation Agent**”), transmitted the Disclosure Statement, the Plan, and the Class 3 Ballot, to the parties identified on the service lists attached to the Prepetition Certificate of Service as Exhibit A.

WHEREAS, after holding a hearing on December 23, 2024 to consider, among other things, the Debtors’ Solicitation Procedures Motion,<sup>3</sup> on the same day the Court entered its *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection*

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<sup>2</sup> Capitalized terms used herein and not otherwise defined have the meanings set forth in the Plan, and if not defined in the Plan then as defined in the Disclosure Statement. If there is any conflict between the terms of the Plan or Disclosure Statement and the terms of this Combined Order, the terms of this Combined Order shall control.

<sup>3</sup> See *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* [Docket No. 17] (the “**Solicitation Procedures Motion**”).

*of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief*[Docket No. 81] (the “**Solicitation Procedures Order**”) which, among other things, (a) approved the solicitation procedures with respect to the Plan, including the form of Ballot and Voting Instructions,<sup>4</sup> (b) approved the form and manner of the Non-Voting Status Notice and Release Opt-Out Forms, (c) approved the form and manner of the Combined Notice, which provided notice of the commencement of the Debtors’ Chapter 11 Cases, the Objection Deadline, and the Combined Hearing, (d) extended the deadline for the Debtors to file the Schedules and Statements and initial 2015.3 Reports in each case through and including February 23, 2025 and conditionally waiving the requirement that the Debtors file the Schedules and Statements and the 2015.3 Reports if the Plan is confirmed, (e) conditionally waived the requirement to convene the Section 341 Meeting, (f) approved the notice and objection procedures in connection with the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan, and (g) conditionally approved the Disclosure Statement.

WHEREAS, on December 27, 2024, the Debtors published the Publication Notice (as defined in the Solicitation Procedures Motion) in *The New York Times* and *USA Today*, as attested to in the *Affidavit Regarding Publication of the Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines* filed with the Court on January 3, 2025 [Docket No. 117] (the “**Affidavit of Publication**”).

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<sup>4</sup> Capitalized terms used but not defined in this paragraph have the meanings given to them in the Solicitation Procedures Motion.

WHEREAS, as contemplated by the Plan, on January 14, 2025, the Debtors filed their *Notice of Filing of First Plan Supplement for the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, [Docket No. 132] (as amended from time to time, the “**First Plan Supplement**”).

WHEREAS, on January [ ● ], 2025, the Solicitation Agent filed the [*Declaration of Darlene S. Calderon of Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*] [Docket No. [ ● ]] (the “**Vote Certification**”), attesting to the results of the tabulation of all Ballots received by the Solicitation Agent on or before the Voting Deadline (January 21, 2025) from Holders of Claims in Class 3 (Prepetition Term Loan Claims).

WHEREAS, on January 23, 2025, the Debtors filed the *Debtors’ Memorandum of Law in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (the “**Confirmation Brief**”).

WHEREAS, a hearing to consider the Debtors’ compliance with the Bankruptcy Code’s disclosure requirements under section 1125 of the Bankruptcy Code on a final basis and confirmation of the Plan was held before this Court on January 24, 2025 (the “**Combined Hearing**”).

NOW, THEREFORE, based upon this Court’s review of the Disclosure Statement, Plan, the briefs, affidavits, and declarations submitted in support of confirmation of the Plan, including, without limitation, (a) the Confirmation Brief, (b) the *Declaration of Chad E. Coben, Chief*



*Restructuring Officer, in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (the “**Coben Declaration**”), and (c) the *Declaration of Adam Dunayer in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (the “**Dunayer Declaration**,” together with the Coben Declaration, the “**Confirmation Declarations**”), and upon all of the evidence proffered or adduced at, and arguments of counsel made at the Combined Hearing, and upon the entire record of these Chapter 11 Cases, and after due deliberation thereon, **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

**I. Findings of Fact; Conclusions of Law**

A. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent 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.

**II. Jurisdiction; Venue; Core Proceeding**

B. The Court has jurisdiction over the Chapter 11 Cases pursuant to Section 1334 of title 28 of the United States Code. Venue is proper before this Court pursuant to Sections 1408 and 1409 of title 28 of the United States Code. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to Section 157(b)(2) of title 28 of the United States Code. This Court has jurisdiction to enter a final order determining that the Disclosure Statement and the Plan, including the Restructuring Transactions contemplated in connection therewith, comply with

all of the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively.

**III. Eligibility for Relief; Proper Plan Proponents**

C. The Debtors were and are eligible for relief under Section 109 of the Bankruptcy Code and the Debtors were and are proper plan proponents under Section 1121(a) of the Bankruptcy Code.

**IV. Commencement and Joint Administration of the Chapter 11 Cases**

D. On the Petition Date, each of the above-captioned Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. By prior order of the Court [Docket No. 36], the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No official statutory committee, trustee or examiner has been appointed in the Chapter 11 Cases.

**V. Judicial Notice**

E. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Court including, without limitation, all pleadings and other documents filed, and orders entered thereon. The Court also takes judicial notice of all hearing transcripts, evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

**VI. Burden of Proof**

F. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of Sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan.

**VII. Transmittal and Mailing of Materials; Notice**

G. As evidenced by the Affidavits of Service, due, timely, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Combined Hearing, the opportunity to opt out of the Third-Party Release, and other dates and deadlines described in the Solicitation Procedures Order, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, has been given in substantial compliance with the Court's orders, all applicable Bankruptcy Rules, and all other applicable rules, laws, and regulations, and no other or further notice is or shall be required. All parties in interest had the opportunity to appear and be heard at the Combined Hearing, and no other or further notice is required.

H. The Debtors published the Publication Notice in *The New York Times* and *USA Today*, in substantial compliance with the Solicitation Procedures Order and Bankruptcy Rule 2002(l), as evidenced by the Affidavit of Publication.

**VIII. Solicitation**

I. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with Sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. Specifically, the Disclosure Statement, the Plan, the Combined Notice, the Ballot, and other materials constituting the solicitation materials approved by the Court in the Solicitation Procedures Order, were transmitted to and served on all Holders of Claims in the Voting Class, and the solicitation materials (not including the Ballot) were also provided to the other key parties in interest in the Chapter 11 Cases, in compliance with Section 1125 of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order. The Combined Notice and Notice of Non-Voting Status and Release Opt-Out Forms were provided to non-Affiliate Holders or potential

Holders of Claims or Interests in the Non-Voting Classes. Such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. All procedures used to distribute the solicitation materials and other notices and documents described in the Solicitation Procedures Order were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws, and regulations.

J. Each of the Debtors, the Exculpated Parties, and the Released Parties, and each of their respective Related Persons, have acted fairly, in “good faith” within the meaning of Section 1125(e) of the Bankruptcy, and in a manner consistent with the Disclosure Statement and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the negotiation, execution, delivery, and performance of the Transaction Support Agreement, the solicitation and tabulation of votes on the Plan, the participation in the offer, issuance, sale or purchase of a security, offered or sold under the Plan, and the activities described in Section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

K. The Debtors, the Released Parties, the Exculpated Parties, and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including Section 1125(g), with regard to the offering, issuance, and distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

L. The solicitation of votes on the Plan complied with the Solicitation Procedures (as defined in the Solicitation Procedures Motion), was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, and applicable non-bankruptcy law. To the extent that the Debtors' prepetition solicitation was deemed to constitute an offer of new securities, such solicitation is exempt from registration pursuant to section 4(a)(2), Regulation D and/or Regulation S of the Securities Act (as defined below), as applicable to any recipient deemed an offeree. Specifically, section 4(a)(2) and Regulation D of the Securities Act create an exemption from the registration requirements under the Securities Act for transactions not involving a "public offering," and Regulation S creates an exemption from the registration requirements under the Securities Act for offerings deemed to be executed outside of the United States. 15 U.S.C. § 77d(a)(2); 17 C.F.R. § 230.501 *et seq.*; 17 C.F.R. § 230.901 *et seq.* The Debtors have complied with the requirements of section 4(a)(2), Regulation D and Regulation S of the Securities Act (as applicable), to address the scenario where the prepetition solicitation of acceptances would be deemed a private placement of securities. The prepetition solicitation was made only to those Holders of Class 3 Term Loan Claims who certified that they were: (i) a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended (the "Securities Act")), (ii) an "accredited investor" (as defined in Rule 501 of Regulation D of the Securities Act); or (iii) for Holders of Term Loan Claims located outside the United States, a person other than a "U.S. person" (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person.

**IX. Adequacy of Disclosure Statement**

M. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy rules, laws, and regulations, including the Securities Act, (b) contains “adequate information” (as such term is defined in Section 1125(a) of the Bankruptcy Code and used in Section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is hereby approved in all respects.

**X. Vote Certification**

N. Before the Combined Hearing, the Debtors filed the Vote Certification. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and all other applicable rules, laws and regulations.

O. As evidenced by the Vote Certification, Class 3 (Prepetition Term Loan Claims) voted as follows: Holders of [ ● ] claims in the aggregate amount of \$[ ● ] voted to accept the Plan, and [ ● ] Holders voted to reject the Plan. Accordingly, [ ● ]% of the voting Class 3 creditors voted to accept the Plan, and those creditors in the aggregate held [ ● ]% of the total dollar amount of the claims held by such voting Class 3 creditors. Therefore, Class 3, the only voting class, has accepted the Plan pursuant to Section 1126(c) of the Bankruptcy Code.

**XI. Bankruptcy Rule 3016**

P. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

**XII. Adequate Assurance**

Q. The Debtors have cured, or provided adequate assurance that the Reorganized Debtors will cure, defaults (if any) under or relating to each of the contracts and leases that are being assumed by the Debtors pursuant to the Plan. The Debtors also have provided adequate assurance of the Reorganized Debtors' future performance under such contracts and leases.

**XIII. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code**

(i) Sections 1122 and 1123(a)(1)—Proper Classification.

R. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to Sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eight Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims (including DIP Claims), Priority Tax Claims, Other Priority Claims, and statutory fees, which are addressed in Article II of the Plan and which have not been classified in accordance with Section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. As required by Section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(ii) Section 1123(a)—Compliance.

S. In accordance with Section 1123(a) of the Bankruptcy Code, the Court finds and concludes that the Plan: (a) designates Classes of Claims and Interests, other than Claims of a kind

specified in Sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (b) specifies Classes of Claims and Interests that are not Impaired under the Plan; (c) specifies the treatment of Classes of Claims and Interests that are Impaired under the Plan; (d) provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to less favorable treatment of such Claim or Interest; (e) provides for adequate means for the Plan's implementation; (f) prohibits the issuance of non-voting securities to the extent required under section 1123(a)(6); and (g) contains only provisions that are consistent with the interests of Holders of Claims and Interests and with public policy with respect to the manner of selection of any officer or director of the Reorganized Debtors on and after the Effective Date. Therefore, the Plan satisfies the requirements of Section 1123(a) of the Bankruptcy Code.

(iii) Section 1123(b)—Discretionary Contents of the Plan.

T. The Plan contains various provisions that may be construed as discretionary but are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with Section 1123(b) of the Bankruptcy Code and are not inconsistent in any manner with the applicable provisions of the Bankruptcy Code. As a result thereof, the requirements of Section 1123(b) of the Bankruptcy Code have been satisfied.

(A) *Section 1123(b)(1)-(2)—Claims and Interests; Executory Contracts and Unexpired Leases.*

U. Pursuant to Sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides for the assumption of the Executory Contracts and Unexpired Leases of the Debtors to the extent not previously assumed or rejected pursuant to Section 365 of the Bankruptcy Code by motion or as otherwise provided under the Plan, and provides appropriate authorizing orders of the Court.



(B) *Section 1123(b)(3)—Release, Exculpation, Third-Party Release, Injunction, and Preservation of Claims Provisions*

V. **Releases by the Debtors.** The releases of Claims and Causes of Action by the Debtors and Reorganized Debtors described in Article IX of the Plan (the “**Debtor Release**”) are a necessary and important aspect of the Plan. The Debtor Release is based on sound business judgment, is in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, is fair, equitable, and reasonable, and is acceptable pursuant to the standards that courts in this jurisdiction generally apply. Each Released Party played an integral role in the Chapter 11 Cases and made substantial concessions that underpin the consensual resolution reached in these Chapter 11 Cases and embodied in the Plan that will allow the Debtors to exit bankruptcy expeditiously and continue their operations, and/or may be unwilling to support the Plan without the Debtor Release. Additionally, the Plan, including the Debtor Release, was vigorously negotiated by sophisticated entities that were represented by able counsel and financial advisors.

W. Also, the Debtor Release is: (a) provided in exchange for the good and valuable consideration provided by the Released Parties including, without limitation, the Released Parties’ contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (c) given and made after due notice and opportunity for hearing; and (d) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors’ Estates asserting any Cause of Action released pursuant to the Debtor Release.

X. **Exculpation.** The Exculpation described in Article IX.D of the Plan and as revised herein is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F.4th 419 (5th Cir. 2022), because it is part of a Plan, has been proposed in good faith, was vital to the Plan formulation process, and is appropriately limited in scope. The Exculpation, including its

carve-out for willful misconduct, actual fraud, and gross negligence, is consistent with established practice in this jurisdiction and others.

Y. **Releases by Holders of Claims and Interests.** The releases of Claims and Causes of Action by Holders of Claims and Interests described in Article IX.C of the Plan, including the releases of non-Debtors (the “**Third-Party Release**”), (a) are a necessary and integral aspect of the Plan, (b) are a good faith settlement and compromise of the Causes of Action released by the Third-Party Release, (c) are fair, equitable and reasonable, and (d) are a bar to any of the Releasing Parties asserting any Cause of Action released pursuant to the Third-Party Release. The Third-Party Release is designed to provide finality for the Released Parties with respect to such parties’ respective obligations under the Plan. The Ballot, the Notice of Non-Voting Status, and Release Opt-Out Forms clearly direct Holders of Claims or Interests to Article IX of the Plan for further information about the Third-Party Release and how to opt-out of the voluntary Third-Party Release. Thus, Holders of Claims or Interests were given due and adequate notice that they would be consenting to the Third-Party Release by voting to accept the Plan or choosing not to opt out of the Third-Party Release, as applicable. The Third-Party Release is appropriate, important to the success of the Plan and consistent with established practice in this jurisdiction and others. The provisions of the Plan, including the Third-Party Release, were vigorously negotiated prepetition, and the Debtors’ key stakeholders are unwilling to support the Plan without the Third-Party Release.

Z. Further, the Third-Party Release was provided in exchange for significant consideration. The Consenting Stakeholders engaged with the Debtors in good faith and spent significant time and effort negotiating the terms of the Transaction Support Agreement and the Plan. Moreover, certain Consenting Term Lenders set forth on the DIP Backstop Allocation

Schedule agreed to backstop and fund the full amount of the DIP Term Loan Facility. The DIP Term Lenders and the DIP ABL Lender, along with the DIP Agents spent significant time and effort negotiating the DIP Facilities and, have funded these Chapter 11 Cases pursuant to the DIP Facilities Documents. And with respect to Holders of classified Claims or Interests that elected not to opt out of the Third-Party Release, such parties agreed to the release of all Claims and Causes of Action against the other Released Parties. Finally, the Debtors' directors and officers, and their employees more broadly, spent countless hours on double-duty during this process, driving the Debtors' smooth transition into chapter 11 and imminent emergence after a successful balance sheet restructuring. In short, the contributions, concessions, and efforts by the Released Parties in formulating the Plan and putting the Debtors on a path for success fully support approving the Third-Party Release.

AA. **Injunction.** The injunction provision set forth in Article IX.E of the Plan is necessary to preserve and enforce the discharge provision set forth in Article IX.E of the Plan and is narrowly tailored to achieve that purpose.

BB. Each of the release, exculpation, third-party release, discharge, and injunction provisions set forth in the Plan: (a) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) is an essential means of implementing the Plan pursuant to Section 1123(a)(6) of the Bankruptcy Code; (c) is an integral element of the transactions incorporated into the Plan; (d) confers material benefits on, and is in the best interests of, the Debtors, their Estates, and the Holders of Claims and Interests; (e) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; and (f) is consistent with Sections 105, 1123, and 1129 of the Bankruptcy Code, and other applicable provisions of the Bankruptcy Code. The record

of the Combined Hearing and the Chapter 11 Cases is sufficient to support the release, exculpation, third-party release, discharge, and injunction provisions contained in Article X of the Plan.

CC. **Preservation of Rights of Action.** Article IV.N of the Plan appropriately provides for the preservation by the Debtors of the Causes of Action in accordance with Section 1123(b)(3)(B) of the Bankruptcy Code. The provisions regarding Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

**XIV. Section 1129(a)(2)—Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code**

DD. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including Sections 1123, 1125, and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result thereof, the requirements of Section 1129(a)(2) of the Bankruptcy Code have been satisfied.

(i) **Section 1129(a)(3)—Proposal of Plan in Good Faith.**

EE. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Transaction Support Agreement, the Plan itself and the process leading to its formulation. The good faith of each of the entities who negotiated the Plan is evident from the facts and records of the Chapter 11 Cases and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan is the product of arm's-length negotiations among the Debtors and the Consenting Stakeholders. The Plan itself, and the process leading to its formulation, provide independent evidence of the good faith of the entities who negotiated the Plan, serve the public interest, and assure fair treatment of Holders of Claims and Interests. The

Debtors and the Consenting Stakeholders negotiated the terms and provisions of the Plan with the legitimate and honest purposes of maximizing the value of the Debtors' Estates for the benefit of all creditors and shareholders and of emerging from bankruptcy with a capital structure that will permit the Debtors to satisfy their obligations. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, the Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to reorganize and emerge from bankruptcy with a capital structure that will allow them to satisfy their obligations while maintaining sufficient liquidity and capital resources.

FF. Based on the record before this Court in the Chapter 11 Cases each of (a) the Debtors, (b) the Released Parties, and (c) the Exculpated Parties, as of or after the Petition Date have acted in good faith and will continue to act in good faith within the meaning of section 1125(e) if they proceed to: (x) consummate the Plan, the Restructuring Transactions, the Exit Facilities Documents, the New Organizational Documents and the agreements, including, without limitation, the agreements contained in the Plan Supplement, settlements, transactions and transfers contemplated thereby; and (y) take the actions authorized and directed by this Combined Order and the Plan to reorganize the Debtors' businesses and effectuate the Exit Facilities Documents, the New Organizational Documents and the other Restructuring Transactions.

(ii) Section 1129(a)(4)— Court  
Approval of Certain Payments as Reasonable.

GG. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Section 1129(a)(4) of the Bankruptcy Code. As a result thereof, the requirements of Section 1129(a)(4) of the Bankruptcy Code have been satisfied.

(iii) Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy.

HH. To the extent required by Section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed: (a) or will, not later than the Effective Date, disclose the identity and affiliations of each known individual initially proposed to serve, after the Effective Date, as a director or officer of any of the Reorganized Debtors; (b) the appointment of the individuals disclosed to serve, after the Effective Date, as directors and officers of the Reorganized Debtors is consistent with the interests of Holders of Claims and Interests and with public policy; and (c) all insiders that will be employed by the Reorganized Debtors and the nature of compensation for such insiders. As a result thereof, the requirements of Section 1129(a)(5) of the Bankruptcy Code have been satisfied.

(iv) Section 1129(a)(6)—No Rate Changes.

II. In accordance with Section 1129(a)(6) of the Bankruptcy Code, the Court finds and concludes that the Debtors are not subject to any governmental regulation of any rates. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable.

(v) Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

JJ. The Liquidation Analysis included as Exhibit D to the Disclosure Statement and the other evidence related thereto that was proffered or adduced at or prior to the Combined Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with respect to each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has voted to accept the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

(vi) Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Non-Affiliate Impaired Class.

KK. Classes 1, 2, and 4 are composed of Unimpaired Claims and are conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code.

LL. Classes 5 and 8 are composed of Impaired Claims and Interests and are conclusively deemed to have rejected the Plan under Section 1126(g) of the Bankruptcy Code.

MM. Classes 6 and 7 are composed of Impaired/Unimpaired Claims and Interests and may either be presumed to have accepted or deemed to have rejected the Plan under Sections 1126(f) or 1126(g) of the Bankruptcy Code.

NN. Class 3 is composed of Impaired Claims that have voted one half in number and two thirds in amount to accept the Plan.

OO. Because the Plan provides that certain Classes of Claims and Interests are Impaired and no distributions shall be made to Holders in such Classes, such Holders are deemed conclusively to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. Accordingly, section 1129(a)(8) is not satisfied; *however*, as set forth below, the Plan is nevertheless confirmable because it satisfies the requirements of section 1129(b).

(vii) Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

PP. Allowed Administrative Claims (including Allowed DIP Claims), Allowed Priority Tax Claims, and Allowed Other Priority Claims are Unimpaired under Article II of the Plan. As a result thereof, the requirements of Section 1129(a)(9) of the Bankruptcy Code with respect to such Classes have been satisfied.

(viii) Section 1129(a)(10)—Acceptance by At Least One Impaired Class.

QQ. As set forth in the Vote Certification, Class 3 has voted to accept the Plan. Accordingly, at least one Class of Claims that is Impaired under the Plan has accepted the Plan at each Debtor, determined without including any acceptance of the Plan by any insider. As a result thereof, the requirements of Section 1129(a)(10) of the Bankruptcy Code have been satisfied.

(ix) Section 1129(a)(11)—Feasibility of the Plan.

RR. The evidence proffered or adduced at, or prior to, the Combined Hearing in connection with the feasibility of the Plan, including the Financial Projections included as Exhibit C to the Disclosure Statement, is reasonable, persuasive and credible. As a result thereof, the requirements of Section 1129(a)(11) of the Bankruptcy Code have been satisfied.

(x) Section 1129(a)(12)—Payment of Bankruptcy Fees.

SS. The Plan provides that the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Debtors or Reorganized Debtors) shall pay all fees payable under section 1930 of title 28, United States Code on and after the Effective Date until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or dismissed. As a result thereof, the requirements of Section 1129(a)(12) of the Bankruptcy Code have been satisfied.

(xi) Section 1129(a)(13)—Retiree Benefits.

TT. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits at levels established pursuant to Section 1114 of the Bankruptcy Code. The Debtors do not have obligations to pay retiree benefits and, therefore, Section 1129(a)(13) of the Bankruptcy Code, to the extent applicable to the Debtors, is satisfied.



- (xii) Sections 1129(a)(14), (15), and (16)—  
Domestic Support Obligations; Unsecured Claims  
Against Individual Debtors; Transfers by Nonprofit Organizations.

UU. None of the Debtors have domestic support obligations, are individuals, or are nonprofit organizations. Therefore, Sections 1129(a)(14), (15), and (16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

- (xiii) Section 1129(b)—No Unfair Discrimination; Fair and Equitable.

VV. The Plan has been accepted by the Voting Class; however, it is deemed to be rejected by Class 5 (Subordinated Claims) and Class 8 (Existing Equity Interests) and may be deemed to be rejected by Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), (together, the **“Deemed Rejecting Classes”**).

WW. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed despite the fact that the Deemed Rejecting Classes have not accepted the Plan because the Plan meets the “cramdown” requirements for confirmation under section 1129(b) of the Bankruptcy Code. Other than the requirement in section 1129(a)(8) of the Bankruptcy Code with respect to Deemed Rejecting Classes, all of the requirements of section 1129(a) of the Bankruptcy Code have been met. The Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes. No Class of Claims or Interests junior to the Deemed Rejecting Classes will receive or retain any property on account of their Claims or Interests, and no Class of Claims or Interests senior to the Deemed Rejecting Classes is receiving more than full payment on account of the Claims and Interests in such Class. The Plan therefore is fair and equitable, does not discriminate unfairly with respect to any of these Classes, and complies with section 1129(b) of the Bankruptcy Code.

(xiv) Section 1129(c)—Only One Plan.

XX. Other than the Plan (including any previous versions thereof), which Plan constitutes a separate chapter 11 plan for each of the five Debtors, no other plan has been filed in the Chapter 11 Cases. As a result thereof, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

(xv) Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes.

YY. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. As a result thereof, the requirements of Section 1129(d) of the Bankruptcy Code have been satisfied.

**XV. Satisfaction of Confirmation Requirements**

ZZ. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

**XVI. Disclosure: Agreements and Other Documents**

AAA. The Debtors have disclosed all material facts regarding: (a) the adoption of the New Organizational Documents, or similar constituent documents; (b) the selection of directors and officers for the Reorganized Debtors; (c) the Exit Facilities Documents; (d) the DIP Equity Premium; (e) the DIP Commitment Premium; (f) the DIP Put Option Premium; (g) distributions in accordance with the Plan; (h) the adoption, execution and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Reorganized Debtors; and (i) the adoption, execution, and delivery of all contracts, leases, instruments, releases, indentures, and other agreements related to any of the foregoing.

**XVII. Transfers by the Debtors; Vesting of Assets**

BBB. All transfers of property of the Debtors and Reorganized Parent, including, but not limited to, the issuance and distribution of the New Equity Interests, shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests of creditors, except as expressly provided in the Plan. Except as otherwise provided in the Plan or this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, pursuant to Sections 1141(b) and (c) of the Bankruptcy Code, all property in each Estate, all Causes of Action (except those released by the Debtors pursuant to the Plan or otherwise), and any property acquired by any of the Debtors pursuant to the Plan (other than the Professional Fee Claims Reserve) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges or interests of creditors, or other encumbrances (except for Liens granted to secure the obligations under the Exit Facilities Documents). Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law. Each distribution and issuance of New Equity Interests under the Plan shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

**XVIII. Satisfaction of Conditions Precedent**

CCC. Each of the conditions precedent to confirmation (but not, for the avoidance of doubt, the Effective Date) of the Plan, as set forth in Article VIII.A of the Plan, has been satisfied or waived in accordance with the provisions of the Plan.

**XIX. Implementation**

DDD. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, have been negotiated in good faith, at arm's-length, and are in the best interests of the Debtors and the Reorganized Debtors and shall, upon completion of

documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal or state law.

**XX. Approval of the Exit Facilities Documents**

EEE. Each of the Exit Facilities Documents is an essential element of the Plan, necessary for confirmation and consummation of the Plan, critical to the overall success and feasibility of the Plan, and fair and reasonable. Entry into and consummation of the transactions contemplated by the Exit Facilities Documents are in the best interests of the Debtors, the Debtors' Estates, and Holders of Claims and Interests and are approved in all respects. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents and have provided sufficient and adequate notice of the Exit Facilities Documents. The Debtors or the Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to (i) execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, (ii) execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, and (iii) perform their obligations thereunder, including, without limitation, obligations relating to the payment or reimbursement of any fees, expenses, losses, damages, or indemnities. The terms and conditions of the Exit Facilities Documents have been negotiated in good faith, at arm's-length, are fair and reasonable, and are approved. The Exit Facilities Documents shall, upon execution, be valid, binding, and enforceable and shall not be in conflict with any federal or state law.

**XXI. Plan Supplement**

FFF. The filing and notice of the Plan Supplement (including any modifications or supplements thereto) were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and no other

or further notice is or shall be required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right, in accordance with the terms of the Transaction Support Agreement and subject to any applicable consent rights set forth in the Plan or the relevant Plan Supplement documents, to alter, amend, update, or modify the Plan Supplement before the Effective Date in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Plan or in such manner as may be necessary or appropriate to carry out the purpose and intent of the Plan. All parties were provided due, adequate, and sufficient notice of the Plan Supplement, and the filing of any further supplements thereto will provide due, adequate, and sufficient notice thereof.

**XXII. Modifications to the Plan**

GGG. To the extent that this Combined Order contains modifications to the Plan, such modifications were made to address objections and informal comments received from various parties in interest. All modifications to the Plan that have been made are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Combined Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for confirmation.

**XXIII. New Equity Interests**

HHH. The New Equity Interests issued under the Plan are an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the New Equity Interests is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Equity Interests, including the New

Organizational Documents, and have provided sufficient and adequate notice of the material terms of such instruments, which material terms were filed as part of the Plan Supplement. The terms and conditions of the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents, are fair and reasonable, and were negotiated in good faith and at arm's length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the New Equity Interests and to perform their obligations thereunder in accordance with, and subject to, the terms of those agreements.

**XXIV. Implementation of Other Necessary Documents and Agreements**

III. All other documents and agreements necessary to implement the Plan including, without limitation, those contained in the Plan Supplement, are in the best interests of the Debtors, the Reorganized Debtors, and Holders of Claims and Interests and have been negotiated in good faith and at arm's-length. The Debtors have exercised reasonable business judgment in determining to enter into all such documents and agreements and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements are fair and reasonable and are approved. The Debtors or the Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to execute and deliver all such agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder.

**XXV. Executory Contracts and Unexpired Leases**

JJJ. The Debtors have exercised reasonable business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases as set forth in Article V of the Plan, the Plan Supplement, this Combined Order or otherwise. Each assumption or rejection of an Executory Contract or Unexpired Lease in accordance with Article V of the Plan, the Plan

Supplement, this Combined Order or otherwise shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor counterparties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption or rejection had been authorized and effectuated pursuant to a separate order of the Court that was entered pursuant to Section 365 of the Bankruptcy Code prior to Confirmation.

**XXVI. The Reorganized Debtors Will Not Be Insolvent or Left With Unreasonably Small Capital**

KKK. As of the occurrence of the Effective Date and after taking into account the transactions contemplated by the Plan: (a) the present fair value of the property of the Reorganized Debtors and the cash flow generated by such assets will be not less than the amount that will be required to pay the probable liabilities on the Reorganized Debtors' then-existing debts as they become absolute and matured; and (b) the Reorganized Debtors' capital will not be unreasonably small in relation to their business or any contemplated or undertaken transaction.

**ORDER**

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

1. Confirmation. The Plan, a copy of which is attached hereto as **Exhibit A**, and Plan Supplement (as such may be amended by this Combined Order or in accordance with the Plan, and which amendments are hereby incorporated into and constitute a part of the Plan) and each of the provisions thereof, as may be modified by this Combined Order, are confirmed in each and every respect pursuant to Section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement, and any amendments, modifications and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto), and the execution, delivery, and performance thereof by the Debtors or the Reorganized Debtors, as applicable, are

authorized and approved. Without any further notice to or action, order or approval of the Court, the Debtors, the Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with and subject to the Plan including the consent rights of the Consenting Stakeholders thereunder and under the Transaction Support Agreement. As set forth in the Plan, the documents comprising the Plan Supplement and all other documents contemplated by the Plan, once finalized and executed, shall constitute legal, valid, binding, and authorized rights and obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all Liens and other security interests purported to be created thereby.

2. Disclosure Statement Approved. The Disclosure Statement (a) contains adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act, (b) contains “adequate information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects on a final basis.

3. Objections. All parties have had a fair opportunity to litigate all issues raised by objections, or which might have been raised, and the objections have been fully and fairly litigated. All objections, responses, statements, reservations of rights, and comments in opposition to the Plan have been [withdrawn with prejudice in their entirety, waived, settled, resolved before the Combined Hearing, or otherwise resolved] on the record of the Combined Hearing and/or herein. The record of the Combined Hearing is hereby closed.

4. Compromise of Controversies. For the reasons stated herein, the Plan constitutes a good faith, arm’s-length compromise and settlement of all Claims or controversies relating to the



rights that a holder of a Claim or Interest, or any assignees thereof, may have with respect to any Allowed Claim or Interest or any distribution to be made or obligation to be incurred pursuant to the Plan, and the entry of this Combined Order constitutes approval of all such compromises and settlements.

5. Binding Effect; Federal Rule of Civil Procedure 62(a). Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 6006(g), or 7062, or otherwise, this Combined Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Immediately upon the entry of this Combined Order: (a) this Combined Order and the provisions of the Plan shall be binding upon (i) the Debtors, (ii) the Reorganized Debtors, (iii) all Holders of Claims and Interests in the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (iv) each Person acquiring property under the Plan, (v) any other party-in-interest, (vi) any Person making an appearance in these Chapter 11 Cases, and (vii) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians; and (b) the Debtors are authorized to consummate the Plan immediately upon entry of this Combined Order in accordance with the terms of the Plan.

6. Appointment of Board of Directors of Reorganized Debtors. Upon the Effective Date, as set forth in the Plan (including the Plan Supplement), the New Boards shall take office and replace the then-existing boards of directors, boards of managers, or similar governing bodies of the Debtors. All members of such existing boards shall cease to hold office or have any authority from and after the Effective Date to the extent not expressly included in the roster of the New Boards.

7. Effectuating Documents; Further Transactions. On and after the Effective Date, the Reorganized Debtors and the officers and members of the New Boards are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, including the corporate actions and transactions contemplated under the Plan, and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan or the New Organizational Documents.

8. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law stated in this Combined Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

9. Incorporation by Reference. The terms of the Plan, the Plan Supplement, and the exhibits and schedules thereto are incorporated by reference into, and are an integral part of, this Combined Order. The terms of the Plan, the documents contained in the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents, shall be effective and binding as of the Effective Date.

10. Plan Classifications Controlling. The classification of Claims and Interests for purposes of distributions made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by creditors in connection with

voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes and (c) shall not be binding on the Debtors.

11. Cancellation of Existing Agreements and Release of Liens and Claims. The cancellation of existing agreements, notes, and equity interests described in Article IV.E of the Plan (subject to the limitations set forth therein) and the release, cancellation, termination, extinguishment, and discharge of all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates described in Article IV.K of the Plan are necessary to implement the Plan and are hereby approved. Such provisions are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

12. To the fullest extent provided under section 1141(c) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit Facilities (including with respect to the Exit ABL Loans and the Exit Term Loans), the Plan, this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and upon completion of the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (i) the Liens granted to the Prepetition Agents and the DIP Agent pursuant to the ABL Credit

Agreement, Term Loan Credit Agreement, and DIP Credit Agreement and (ii) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, cash collateral, and letters of credit issued for the benefit of insurers, shall remain in full force and effect solely to the extent provided for in the Plan.

13. The filing of this Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

14. Exit Facilities Documents. The terms and conditions of the Exit Facilities Documents are approved. Entry of this Combined Order shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, the incurrence of any incremental term loans pursuant to the Exit Term Loan Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive

Documents. On or around the Effective Date (and in accordance with the Plan), the Reorganized Debtors shall execute and deliver the Exit Facilities Documents, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. The Exit Facilities shall be subject to the Exit Intercreditor Agreement.

15. On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any DIP ABL Loan Claims that are refinanced by the Exit ABL Credit Agreement or DIP Term Loan Claims that are refinanced by the Exit Term Loan Credit Agreement) under the Exit Facilities Documents shall: (a) be continuing legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit

Facilities Documents; (b) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (c) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

16. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of this Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

17. Issuance of New Equity Interests and Deregistration. On the Effective Date, Reorganized Parent shall issue and deliver or reserve for issuance all of the New Equity Interests in accordance with the terms of the Plan and the New Organizational Documents. The issuance and distribution of the New Equity Interests is authorized without the need for further limited liability company, corporate or other action and without any further action, consent or approval, including by any Holder of a Claim or Interest. All of the New Equity Interests issuable and distributable under the Plan and this Combined Order, when so issued shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in the

Plan shall be governed by the terms and conditions set forth therein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the receipt and/or acceptance of New Equity Interests by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms. The Consenting Stakeholders (as defined in the Transaction Support Agreement) and the Reorganized Debtors will not have any liability for the violation of any applicable law, rule, or regulation governing the offer, issuance, sale, solicitation, or purchase of the securities offered, issued, sold, solicited, and/or purchased under the Plan.

18. Reorganized Parent intends to exist and operate as a private company after the Effective Date. Reorganized Parent is authorized to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by filing a Form 15 with the SEC under the Exchange Act.

19. On the Effective Date, Reorganized Parent shall issue the New Equity Interests pursuant to the Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act). On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable) and the New Organizational Documents.

20. On the Effective Date, the Reorganized Parent shall enter into the New Organizational Documents with the Holders of the New Equity Interests, which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Organizational Documents). Any Person or Entity's receipt of New Equity Interests under, or as contemplated by, the Plan shall be deemed to constitute its agreement to be bound by the New Organizational Documents for Reorganized Parent, as the same may be amended from time to time in accordance with their terms, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with their terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

21. DIP Equity Premium and New Equity Interests Issued Pursuant Thereto. Confirmation shall be deemed approval of the DIP Equity Premium and the issuance of New Equity Interests issued pursuant thereto. On the Effective Date, sixty-four percent (64%) of the New Equity Interests shall be issued to the Holders of the First-Out DIP Term Loans in payment of the DIP Equity Premium to and in accordance with the Plan. The DIP Equity Premium is hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise),



counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement, or any other challenges under any theory at law or in equity by any person or entity.

22. Transaction Party Fees and Expenses. Confirmation shall be deemed approval of all transactions contemplated in the Transaction Support Agreement, including, without limitation, the payment of the Transaction Party Fees and Expenses (as defined in the Transaction Support Agreement). The Transaction Party Fees and Expenses constitute Allowed Administrative Claims of the Debtors' Estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors without further order of the Court. On the Effective Date, the Transaction Party Fees and Expenses shall be paid by the Debtors in accordance with the Transaction Support Agreement.

23. Retained Assets. To the extent that the succession to assets of the Debtors by the Reorganized Debtors pursuant to the Plan are deemed to constitute "transfers" of property, such transfers of property to the Reorganized Debtors (a) are or shall be legal, valid, binding and effective transfers of property, (b) vest or shall vest the Reorganized Debtors with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests of creditors, except as expressly provided in the Plan or this Combined Order (including, without limitation, as to the liens and security interests granted in connection with the Exit Facilities Documents), (c) do not and shall not constitute avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law, and (d) do not and shall not subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

24. Preservation of Causes of Action. Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a

Bankruptcy Court order, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Reorganized Debtors will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to the Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Reorganized Debtors, as applicable, shall retain and shall have, including through their authorized agents or representatives, the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court, except as otherwise provided by the Plan.

25. Automatic Stay. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases under Sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in Article IX of the Plan and/or Sections 524 and 1141 of the Bankruptcy Code. Upon the Effective Date, the injunction provided in Article IX of the Plan shall apply. Notwithstanding anything to the contrary in this paragraph, nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust agreements, and bills of sale) or the taking of such other

actions as are necessary or appropriate to effectuate the transactions specifically contemplated by the Plan or by this Combined Order prior to the Effective Date.

26. Change of Control Provisions. Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by the Plan shall not (either alone or in combination with any other condition, event, circumstance or occurrence) (a) be prohibited, restricted, or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-Debtor party thereunder, including for the avoidance of doubt any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions that are triggered upon or after the occurrence of (either alone or in combination with any other condition, event, circumstance or occurrence) a change of control (or term with similar effect), or (d) entitle the non-Debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on, or in connection with the Effective Date. The Reorganized Debtors may rely on the Plan and this Combined Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate

such Executory Contract or Unexpired Lease on account of such assumption or on account of the Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease (including any amendments thereto entered into after the Petition Date and prior to the Effective Date) assumed pursuant to Article V of the Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

27. Assumption of the Indemnification Obligations and D&O Insurance Policies. The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Provisions in place on and before the Effective Date for Claims related to or arising out of any actions, omissions, or transactions occurring before the Effective Date pursuant to Section 365(a) of the Bankruptcy Code. The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Court, entry of this Combined Order shall constitute the Court's approval of the Debtors' foregoing assumption of each of the Indemnification Provisions and the D&O Insurance Policies. Entry of this Combined Order shall further constitute authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Insurance Policies. Notwithstanding anything to the contrary contained herein, confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations of the Debtors or Reorganized Debtors assumed by the foregoing assumption of the

Indemnification Provisions and the D&O Insurance Policies and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors hereunder. Notwithstanding anything to the contrary contained herein, confirmation of the Plan shall not impair or otherwise modify any rights of the Reorganized Debtors under the Indemnification Provisions and the D&O Insurance Policies. After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any “tail” D&O Insurance Policies covering the Debtors’ current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Insurance Policies, all officers, directors, members, and partners of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such officers, directors, members, or partners remain in such positions after the Effective Date.

28. Assumption of Executory Contracts and Unexpired Leases. The Executory Contract and Unexpired Lease provisions of Article V of the Plan, and the assumptions, assumptions and assignments, or rejections described in Article V of the Plan, are approved in all respects. The Debtors are authorized to assume or reject Executory Contracts or Unexpired Leases in accordance with Article V of the Plan. The Debtors shall cure all defaults required to be cured under Section 365(b)(1)(A) of the Bankruptcy Code for each assumed Executory Contract or Unexpired Lease.

29. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and payment of any applicable Cure Cost and satisfaction of any nonmonetary defaults, as applicable, pursuant to Article V of the Plan shall result in the full release and satisfaction of any Cure Costs, Claims, or defaults, whether monetary or nonmonetary, including defaults of

provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the Effective Date.

30. Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan or this Combined Order, all Cure Costs shall be Unimpaired by the Plan and this Combined Order and all Cure Costs outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

31. Claims for Rejection Damages. All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be filed with the clerk of the Court and served upon counsel for the Reorganized Debtors within thirty (30) days after the date of entry of an order of the Court (including this Combined Order) approving the rejection of such Executory Contract or Unexpired Lease. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 4 General Unsecured Claim, unless such Claim is a Subordinated Claim, in which case it shall be treated as a Class 5 Subordinated Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Reorganized Debtors, the Estates, or the property of the Debtors or the Reorganized Debtors.

32. Professional Compensation. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall

determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; provided, however, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

33. Settlement Payments. On and after the Confirmation Date, the Debtors (with the consent of the Required Consenting Lenders) or, from and after the Effective Date, the Reorganized Debtors, are authorized to enter into settlement agreements with respect to Claims or Causes of Action asserted against the Debtors or their Estates and to pay any amounts due and owing thereunder.

34. Management Incentive Plan. The details regarding the Management Incentive Plan and the awards (and terms and conditions thereof) under the Management Incentive Plan to certain officers, board members, and other members of management shall be determined by the Reorganized Board after the Effective Date in its sole discretion.

35. Employee Benefits. On and after the Effective Date (and subject to any additions, deletions, and/or modifications as may be adopted by the Debtors or the Reorganized Debtors), the Reorganized Debtors shall honor, in the ordinary course of business, Compensation and Benefits Programs; provided, however, that the Debtors' or Reorganized Debtors' performance of any employment agreement will not entitle any person to any benefit or alleged entitlement under any contract, agreement, arrangement, policy, program or plan that has expired or been terminated or cancelled before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such contract, agreement, arrangement, policy, program or plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, arrangements, policies, programs, and plans. On the Effective Date, (a) all awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in any Compensation and Benefits Programs or Assumed Employee Agreement that provide for rights to acquire Interests or New Equity Interests and (b) any agreement or plan whose value is related to Interests or New Equity Interests or other ownership interests of the Debtors in each case, shall not constitute or be deemed to constitute Executory Contracts and shall be deemed terminated on the Effective Date with any damages resulting therefrom treated as Subordinated Claims or an Existing Equity Interest, as applicable, under the Plan.

36. Plan Distributions. On and after the Effective Date, distributions on account of Allowed Claims and Allowed Equity Interests, if any, and the resolution and treatment of Disputed Claims or Equity Interests shall be effectuated pursuant to Article VI of the Plan.



37. Operation as of the Effective Date. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

38. Discharge of Debtors. To the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan, the Definitive Documents, this Combined Order, or in any contract, instrument, or other agreement or document created or entered into, and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (c) subject to Article III.F of the Plan, all Claims and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto will be extinguished completely without further notice or action, including any liability of the kind specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (d) except as otherwise expressly provided for in the Plan, all Entities shall be precluded from asserting against, derivatively on behalf of, or through, the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

39. Filing and Recording. This Combined Order (a) is and shall be effective as a determination that, except as otherwise provided in the Plan or this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan (including, without limitation, the Exit Facilities Documents), on the Effective Date, all Claims existing prior to such date have been unconditionally released, discharged, and terminated and (b) is and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, 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 document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Combined Order (including, without limitation, the Exit Facilities Documents) without payment of any stamp or similar tax or governmental assessment imposed by federal, state or local law.

40. Payment of Statutory Fees and Compliance with Reporting Requirements. All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by this Court at a hearing pursuant to Section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an

order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

41. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports when they become due in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports and pay U.S. Trustee Fees shall continue until the earliest of the Debtors' cases being closed, dismissed or converted to cases under chapter 7 of the Bankruptcy Code.

42. Releases by the Debtors. The following releases by the Debtors in Article IX.B of the Plan are approved and authorized and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Releases set forth in Article IX.B of the Plan:

**To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the**

management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

43. Releases by Holders of Claims and Interests. The following releases by the Releasing Parties (including Third-Party Release) in Article IX.C of the Plan are approved and authorized, and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Third-Party Release set forth in the Plan. The releases set forth in Article IX.C of the Plan were made for substantial consideration.

**To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents**

(and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

44. Exculpation. The following exculpations set forth in Article IX.D. of the Plan are authorized and approved:

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

45. Injunction. The following injunction in Article X.F of the Plan is authorized and approved:

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

**No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.**

46. Exemption from Securities Laws. No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of the New Equity Interests under the Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III of the Plan and pursuant to this Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code,



which limits resale by Persons who are “underwriters” as that term is defined in such section; (b) restrictions under the Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (c) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (d) the restrictions, if any, on the transferability of such Securities in the organizational documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (e) any other applicable regulatory approval.

47. The Reorganized Debtors need not provide any further evidence other than the Plan and this Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

48. Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon the Plan or this Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan.

49. Exemption from Taxation. Pursuant to Section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Equity Interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing, or recording fee or other similar tax or governmental assessment, and the appropriate federal, state or local governmental officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

50. Continued Corporate Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or

other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state law).

51. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Combined Order, without further application to, or order of, the Court, or further action by the respective officers, directors, members, or stockholders of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, members, or stockholders.

52. Approval of Consents and Authorization To Take Acts Necessary To Implement Plan. Pursuant to Section 1142(b) of the Bankruptcy Code, section 303 of the Delaware General Corporation Law, and any comparable provision of the business corporation laws of any other state, the Debtors, the Reorganized Debtors, and the officers and members of the New Boards are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the corporate actions and transaction contemplated under the Plan, and the securities issued pursuant to the Plan in the name of and on behalf of the Debtors or the Reorganized Debtors, whether or not such action is specifically contemplated by the Plan or this Combined Order, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan or the New Organizational Documents, and the obligations thereunder shall

constitute legal, valid, binding, and authorized obligations of each of the respective parties thereto, enforceable in accordance with their terms.

53. No further approval by the Court shall be required for any action, transaction, or agreement that the management of the Debtors determines is necessary or appropriate to implement and effectuate or consummate the Plan, whether or not such action, transaction, or agreement is specifically contemplated in the Plan or this Combined Order. This Combined Order shall further constitute all approvals, consents, and directions required for the Reorganized Debtors to act consistent with the Plan and the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any other acts and transactions referred to in or contemplated by the Plan. The Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Combined Order, to enter into and effectuate the Restructuring Transactions and may take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided in the Plan. To the extent not approved by the Court previously, entry of this Combined Order shall be deemed approval of the Restructuring Transactions (including the transactions and related agreements contemplated thereby, including by the Transaction Support Agreement, documents in connection with the Exit Facilities Documents, and the New Organizational Documents, as the same may be modified in accordance with the Transaction Support Agreement from time to time prior to the Effective Date), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in

connection therewith (including all actions in connection with the Exit Facilities Documents and the New Organizational Documents) are hereby effective and authorized to be taken.

54. Unless specifically directed by this Combined Order or the Plan, no further action of the Debtors or the Reorganized Debtors shall be necessary to perform any act to comply with, implement, and effectuate the Plan and the Restructuring Transactions. The approvals and authorizations specifically set forth in this Combined Order are nonexclusive and are not intended to limit the authority of the Debtors or the Reorganized Debtors to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Combined Order, including authorizing the issuance of all consideration to be issued under the Plan, entry into all agreements necessary to effectuate the Plan and the other Restructuring Transactions.

55. Applicable Non-Bankruptcy Law. The provisions of this Combined Order, the Plan, and all related documents (including, without limitation, the Exit Facilities Documents), and any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law, rule, or regulation of any state, federal, or other governmental authority.

56. Governmental Approvals Not Required. This Combined Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the implementation or consummation of the Plan, any certifications, documents, instruments, or agreements (including, without limitation, any mortgages or other collateral documents related to the Exit Facilities Documents), and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan.

57. Combined Order Supersedes. It is hereby ordered that this Combined Order shall supersede any Court orders issued prior to the Confirmation Date that may be inconsistent with this Combined Order; provided that nothing in this Combined Order shall impair the Debtors' obligations under the DIP Orders.

58. Notice of Entry of Combined Order and Effective Date. The Debtors shall cause to be served a notice of the entry of this Combined Order and occurrence of the Effective Date, substantially in form attached hereto as **Exhibit B** (the "Confirmation Notice"), on all parties served with the Combined Notice as soon as reasonably practicable after the Effective Date; *provided that*, no notice of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed the Combined Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Debtors shall cause the Confirmation Notice to be posted on the website of these Chapter 11 Cases: <https://www.veritaglobal.net/thecontainerstore>. Such service in the time and manner set forth herein will provide good, adequate, and sufficient notice under the circumstances, and shall be deemed to comply with Bankruptcy Rules 2002(a)(7), 2002(f)(3) and (f)(7), 2002(1), 3002(c)(4), and 3020(c)(2).

59. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Section 1101(2) of the Bankruptcy Code.

60. Failure To Consummate Plan. The Plan shall not become effective unless and until the conditions set forth in Article VIII.A of the Plan have been satisfied or waived pursuant to Article VIII.B of the Plan. If the Effective Date does not occur, then: the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall

(a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors, (b) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

61. Modification of Plan. After the entry of the Combined Order, without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, subject to the limitations and rights contained in the Plan and the Transaction Support Agreement, and with the consent of the Required Consenting Lenders, may (a) amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or (b) remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Combined Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of such Claim or Interest of such Holder.

62. References to Plan Provisions. The failure to include or reference any particular provision of the Plan or Plan Supplement in this Combined Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety and such provisions shall have the same binding effect, enforceability, and legality as every other provision of the Plan. Each term and provision of the Plan, as it may have been altered or interpreted by the Court, is valid and enforceable pursuant to its terms.

63. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court

or the U.S. Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the U.S. Trustee) is hereby waived.

64. Waiver of Section 341 Meeting. Any requirement under section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is waived as of the Confirmation Date.

65. Governmental Agencies. Nothing in the Plan or this Combined Order is intended to affect the police or regulatory activities of governmental agencies.

66. Texas Comptroller of Public Accounts. Notwithstanding anything in the Plan or this Combined Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "**Texas Comptroller**") setoff rights are preserved under § 553 of the Bankruptcy Code; (b) any and all prepetition and post-petition tax liabilities owed by the Debtors to the Texas Comptroller, including those resulting from audits, shall be determined and resolved in accordance with the laws of the state of Texas and paid in accordance with § 1129(a)(9)(C) of the Bankruptcy Code, or applicable non-bankruptcy law, as applicable; (c) all matters involving the Debtors' prepetition and post-petition tax liabilities to the Comptroller shall be resolved in accordance with the processes and procedures provided by Texas law; (d) the Texas Comptroller shall not be required to file any proof of claim or other request for payment in order to receive payment of or preserve its rights regarding its prepetition and post-petition tax liabilities; (e) the Chapter 11 Cases shall have no effect on the Texas Comptroller's rights as to non-debtor third parties; and (f) the Texas Comptroller's statutory rights to post-petition and post-Effective Date interest are preserved. The Debtors', Reorganized Debtors' and Texas Comptroller's rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved. Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to



appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the Texas Comptroller.

67. Certain Governmental Matters. Nothing in the Plan or this Combined Order, including the injunction provisions of Article IX.E, shall enjoin, preclude, prohibit, impair, or delay the State of Texas or any Governmental Unit of the State of Texas from (a) the exercise of police and regulatory powers against the Debtors, the Reorganized Debtors, or any non-Debtor Entity, or (b) commencing or continuing litigation on any Claim, Causes of Action, proceeding or investigation against the Debtor or the Reorganized Debtor or any non-Debtor Entity in any court of competent jurisdiction after the Effective Date, with any Claim arising prior to the Effective Date being entitled to treatment under Class 4 of the Plan; provided, that nothing in the Plan or this Combined Order shall alter any rights or defenses of the Debtors, the Reorganized Debtors or any non-Debtor Entity with respect to any of the foregoing and such rights and defenses are fully reserved. Further, the State of Texas and any Governmental Unit of the State of Texas are deemed to have opted out of the Third-Party Release set forth in Article IX of the Plan and shall not be “Released Parties” under the Plan.

68. Notwithstanding anything to the contrary in the Plan or the Combined Order, to the extent the priority tax claims of the Missouri Department of Revenue (“MDOR”) due prior to or on the Effective Date have not been paid, such claims will be paid in full in accordance with the applicable laws and regulations or in equal monthly installments commencing on the Effective Date over a period ending not later than sixty (60) months after the Petition Date. Each payment shall also include interest at the statutory interest rate of 9% per annum from the Effective Date. Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or

relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the MDOR.

69. Treatment of Surety Bond Agreements. Prior to the Petition Date, in the ordinary course of business, Arch Insurance Company, and Travelers Casualty and Surety Company (each, a “**Surety**” and collectively, “**Sureties**”) issued surety bonds on behalf of certain of the Debtors (collectively, the “**Surety Bonds**” and each, individually, a “**Surety Bond**”). Prior to the Petition Date, in the ordinary course of their business, certain of the Debtors (collectively, the “**Indemnitors**”) executed certain indemnity agreements and/or related agreements, including, without limitation, agreements regarding collateral, with each Surety (collectively, the “**Surety Bond Agreements**” and, each, a “**Surety Bond Agreement**”).

70. Notwithstanding any other provisions of the Plan and the Confirmation Order, on the Effective Date, any rights, claims and obligations, including, without limitation, trust and/or subrogation rights, arising under (i) the Surety Bonds; (ii) the contracts and/or obligations that are subjects of the Surety Bonds (the “**Bonded Obligations**”); (iii) the Surety Bond Agreements, and (iv) any collateral of a Surety under a Surety Bond Agreement (the “**Surety Collateral**”) shall be deemed assumed, reaffirmed and ratified by the applicable Reorganized Debtors, shall survive and continue in full force and effect, and the rights, claims and obligations thereunder, including, without limitation, trust and/or subrogation rights and rights in any Surety Collateral, shall not be altered, modified, discharged, enjoined, impaired or released under the Plan and/or by entry of the Confirmation Order. For the avoidance of doubt, nothing in the Plan or Confirmation Order, including, without limitation, any exculpation, release, injunction, exclusions and discharge

provisions contained in Article IX of the Plan, shall bar, alter, limit, impair, release, modify or enjoin any rights, claims, and obligations, including, without limitation, trust and/or subrogation rights in respect of the Surety Bonds and/or the Surety Bond Agreements, or applicable law. Further, the provisions of Article VI.K shall not apply to any Claim to which a Surety may be subrogated pursuant to the Surety Bonds. Without the requirement of any action by the Surety, the Surety is deemed to have opted out of the third-party release provisions of the Plan, and each Surety is not a Releasing Party under the Plan. Solely to the extent any of the Surety Bond Agreements are deemed to be one or more executory contracts, any such agreements are deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code effective as of the Effective Date with the consent of the Surety. If on and after the Effective Date any one of the Surety Bond Agreements cease to be in effect solely as a result of a determination by a court of competent jurisdiction that such agreements are non-assumable under applicable bankruptcy law, any such Surety Bond Agreements shall be deemed reinstated or ratified on the terms of such Surety Bond Agreement that existed immediately prior to the Effective Date and the Reorganized Debtors will execute such documents as may be necessary to effect the reinstatement of such Surety Bond Agreement on such terms that existed immediately prior to the Effective Date. The entry of this Confirmation Order shall not impair the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under any Surety Bond Agreement. The rights and claims of the Sureties are unimpaired in accordance with section 1124(1) of the Bankruptcy Code. Notwithstanding any other provision of the Plan or the Confirmation Order, any Surety Collateral shall remain in place to secure any obligations under any Surety Bond Agreements in accordance with the terms of such agreements.

71. The Chubb Insurance Program. Notwithstanding anything to the contrary in the Definitive Documents, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

- (a) on the Effective Date, all of the insurance policies which have been issued by ACE American Insurance Company, Federal Insurance Company and any of their respective U.S.-based affiliates and predecessors (collectively, and solely in their capacities as insurers and third party administrators, the “***Chubb Companies***”) to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage including, without limitation, workers’ compensation insurance policies and director and officer liability insurance policies (collectively and together with any agreements, documents or instruments related thereto entered into by, or issued for the benefit of, the Chubb Companies, and each as amended, modified or supplemented and including any exhibit or addenda thereto, the “***Chubb Insurance Program***”) shall be assumed by the Debtors and assigned to the Reorganized Debtors, jointly and severally, in their entirety pursuant to sections 105 and 365 of the Bankruptcy Code, and shall continue in full force and effect thereafter in accordance with their respective terms;
- (b) on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors’ obligations under the Chubb Insurance Program, regardless of whether such obligations arise before or after the Effective Date, and without the need or requirement for the Chubb Companies file a Proof of Claim or

- an Administrative Claim, cure claim, cure objection, or provide any notice of setoff or recoupment;
- (c) nothing alters, modifies or otherwise amends the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be determined under the Chubb Insurance Program and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;
- (d) except as expressly set forth in subpart (a) hereof, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program without the prior express written consent of the Chubb Companies;
- (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article IX.E of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (ii) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article IX.E of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (iii) the Chubb Companies to collect from

any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the applicable Chubb Insurance Program, in such order as Chubb may determine; and (iv) the Chubb Companies to cancel any policies under the Chubb Insurance Program, and take, in their sole discretion, any other actions relating to the Chubb Insurance Program (including effectuating a setoff or recoupment): provided, however, the Debtors, the Reorganized Debtors and Chubb Companies reserve all of their respective rights and defenses, if any, under applicable non-bankruptcy law and the Chubb Insurance Program to the extent Chubb Companies takes any action permitted by this sub-paragraph (e)(iv); and

(f) for the avoidance of doubt, nothing in Section E of Article IX of the Plan applies or shall be deemed to apply to any claims covered by the Chubb Insurance Program.

72. Conflicts Between Combined Order and Plan. The provisions of the Plan and of this Combined Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Combined Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Combined Order shall govern and any such provision of this Combined Order shall be deemed a modification of the Plan and shall control and take precedence.

73. Nonseverability of Plan Provisions Upon Confirmation. Each provision of the Plan is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be

deleted or modified without the Debtors' and the Required Consenting Term Lenders' consent; and (c) nonseverable and mutually dependent.

74. Final Order. This Combined Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rules 7062 or 3020(e), this Combined Order shall be effective and enforceable immediately upon its entry.

75. Integration of Plan and Combined Order Provisions. The provisions of the Plan and this Combined Order, including the findings of fact and conclusions of law set forth herein, are integrated with each other and are mutually nonseverable and mutually dependent.

76. Effectiveness of Order. This Combined Order is and shall be deemed to be a separate order with respect to each Debtor for all purposes.

77. Retention of Jurisdiction. To the fullest extent permitted by applicable law, and notwithstanding the entry of this Combined Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising in, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Sections 105(a) and 1142 of the Bankruptcy Code.

78. Reversal. If any or all of the provisions of this Combined Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Combined Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Combined Order prior to the effective date of such reversal, modification, or vacatur shall be

governed in all respects by the provisions of this Combined Order and the Plan and any amendments or modifications thereto.

Dated: [ ● ], 2025  
Houston, Texas

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ALFREDO R. PEREZ  
UNITED STATES BANKRUPTCY JUDGE



**EXHIBIT A**

**Plan**

**EXHIBIT B**

**Notice of Confirmation**

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

----- X  
:
  
In re: : Chapter 11  
:
  
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
:
  
Reorganized Debtors.<sup>1</sup> : (Jointly Administered)  
:
  
----- X

**NOTICE OF (I) ENTRY OF COMBINED ORDER, (II) OCCURRENCE OF EFFECTIVE DATE, AND (III) REJECTION DAMAGES CLAIMS BAR DATE**

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS BAR DATE AND OTHER INFORMATION THAT MAY AFFECT YOUR RIGHTS TO RECEIVE DISTRIBUTIONS UNDER THE PLAN:**

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (I) Approving Debtors’ Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the “**Combined Order**”).<sup>2</sup>

Each of the conditions precedent to the occurrence of the Effective Date, as set forth in Article VIII, has been satisfied or waived in accordance therewith, and the Plan became effective and was substantially consummated on [●], 2025. (the “**Effective Date**”).

The Plan and its provisions are binding upon, and inure to the benefit of (i) the Reorganized Date Debtors, (ii) all Holders of Claims and Interests, (iii) other parties-in-interest, and (iv) their respective heirs, executors, administrators, successors, and assigns.

All final requests for payment of Professional Fee Claims, including Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, must be filed

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<sup>1</sup> The Reorganized Debtors in these cases, together with the last four digits of each Reorganized Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Reorganized Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Combined Order or the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable. The rules of interpretation set forth in Article I.B of the Plan shall apply hereto. For the avoidance of doubt, unless otherwise specified, all references herein to “Articles” refer to articles of the Plan.

with the Bankruptcy Court and served on the Reorganized Debtors no later than [●], 2025, which is the date that is thirty (30) days after the Effective Date.

If the Debtors' rejection of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Claim against the Debtors by the non-Debtor party or parties to such contract or lease, such Claims shall be forever barred and shall not be enforceable against the Debtors, their respective Estates, or the Reorganized Debtors unless a proof of Claim is filed with the Court and served upon the Debtors or the Reorganized Debtors, and their respective counsel, no later than [●], 2025, which is the date that is thirty (30) days after the date of entry of the Combined Order.

Pursuant to Article XII.Q, any Entity that desires to receive notices or other documents after the Effective Date must, pursuant to Bankruptcy Rule 2002, file a renewed request to receive such notices and documents with the Court to be added to the post-Confirmation service list. Entities not on such post-Confirmation service list may not receive notices or other documents filed in the Chapter 11 Cases after the Effective Date. An Entity who provides an e-mail address may be served only by e-mail after the Effective Date.

The Plan (including the Plan Supplement), the Combined Order, and all other documents publicly filed in the Chapter 11 Cases, as well as additional information about the Chapter 11 Cases, can be accessed free of charge by visiting the Reorganized Debtors' Website located at <https://www.veritaglobal.net/thecontainerstore>. If you have any questions about this notice or any documents or materials that you received, please contact the Claims and Noticing Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, via email at <https://www.veritaglobal.net/thecontainerstore/inquiry> or via telephone at (888) 251-3046 (U.S. and Canada) or (310) 751-2615 (International). The Claims and Noticing Agent cannot and will not provide legal advice.

Dated: January [ ], 2025  
Houston, Texas

BY ORDER OF THE COURT

**HUNTON ANDREWS KURTH LLP**

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- and -

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Email: ted.dillman@lw.com

*Co-Counsel for the Debtors  
and Debtors in Possession*

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

----- x  
 In re: : Chapter 11  
 :  
 : Case No. 24-90627 (ARP)  
 THE CONTAINER STORE GROUP, INC., *et al.*, :  
 :  
 Debtors. <sup>1</sup> : (Jointly Administered)  
 :  
 :  
 ----- :x

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 15, 2025, at my direction and under my supervision, employees of Verita caused to be served per postal forwarding address the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for Holders of Claims and Interests in Non-Voting Classes** [Substantially in the form attached as Exhibit 4A to Docket No. 81]

*(Continued on Next Page)*

<sup>1</sup> The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Order Granting Complex Case Treatment** [Docket No. 37]

Dated: January 20, 2025

/s/ Heather Fellows

Heather Fellows

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

# Exhibit A



**Supplemental Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties  
Served via First Class Mail**

| <b>CreditorName</b> | <b>Address1</b> | <b>City</b>  | <b>State</b> | <b>Zip</b> |
|---------------------|-----------------|--------------|--------------|------------|
| Pilot Inc.          | 4889 4th St     | Baldwin Park | CA           | 91706-2194 |
| Victoria Woods      | Address on File |              |              |            |